

在使用本服务之前，请仔细阅读以下 Apple 商务管理条款和条件。这些条款和条件构成了贵机构与 Apple 之间的法律协议。点按“同意”按钮，即表示贵机构（通过授权代表）同意接受本协议的约束并成为本协议的一方。如果贵机构不同意或不能同意本协议，请点按“取消”按钮。如果贵机构不同意本协议，则不得参与这一计划。

Apple 商务管理协议

目的

本协议允许你参与 Apple 商务管理，这使得你可以在贵机构内自动注册 Apple 品牌产品进行移动设备管理 (MDM)、为这类产品购买和管理内容，以及访问相关服务的便利工具。

注： 你需要先在贵机构内启用 MDM 解决方案（例如来自 macOS 服务器或第三方开发者的描述文件管理器），然后才能使用本服务的功能。MDM 解决方案让你可以配置、部署和管理 Apple 品牌产品。有关详细信息，请参阅 <https://www.apple.com/cn/business/resources/>。

1. 定义

本协议中出现的所有术语所表示的含义如下：

“管理员”是指贵公司或企业组织出于以下帐户管理目的而添加到本服务中的员工或承包商（或服务提供商）：管理服务器、上传 MDM 预置设置、向你的帐户中添加设备、购买内容以及执行其他相关服务等等。

“协议”是指本 Apple 商务管理协议。具体来说，本 Apple 商务管理协议是 Apple 设备注册计划协议的后续协议。

“Apple”是指 Apple Inc.，这是一家加利福尼亚公司，主要营业地点位于 One Apple Park Way, Cupertino, California 95014, U.S.A.

“Apple 软件”是指 iOS、iPadOS、macOS 和 tvOS 操作系统软件或其任何后续版本。

“Apple 子公司”是指符合以下情况的公司：至少百分之五十 (50%) 的已发行股票或证券（代表着选举董事或其他管理机构的投票权）由 Apple Inc. 直接或间接拥有或控制，并且参与 App Store、iCloud 及本协议其他部分（例如附件 1）所引述之产品的运营，或以其他方式存在关联关系。

“授权设备”是指由你拥有或控制、仅供授权用户（或服务提供商）使用且符合本服务使用条件的 Apple 品牌产品。为避免疑义，除非 Apple 书面同意，否则由授权用户个人拥有的设备（例如“BYOD”设备）或由核准实体拥有或控制的设备不得作为本服务的一部分向受监管设备管理进行注册（例如配置了“MDM 注册设置”），而且并非所有设备都有资格添加到本服务中。

“授权用户”是指贵公司或企业组织的员工和承包商（或服务提供商）、核准实体的员工和承包商，或与贵机构有关联的其他最终用户（举例来说，如果你是一家教育机构，则“授权用户”一词还包括贵机构的教职员工和

学生；如果你是一家医院，则“授权用户”一词还包括有行医资质的医生、咨询医生以及临床医生)。

“**内容**”是指 作为本服务一部分而通过 Apple 批量购买计划许可或获得的任何材料或信息。

“**文档**”是指 Apple 可能提供给你用于本服务的任何技术相关或其他方面的规格或者文档。

“**最终用户软件许可协议 (EULA)**”是指 Apple 软件的软件许可协议条款与条件。

“**MDM 注册设置**”是指可作为本服务一部分进行配置和管理的 Apple 品牌产品的设置，包括但不限于：设备的初始注册流程，以及用于监管设备、强制执行配置或锁定 MDM 描述文件的设置。

“**MDM 服务器**”是指由你（或代表你的服务提供商）拥有或控制并用来与本服务通信的电脑。

“**核准实体**”是指：(a) 如果你是车辆制造商，那么核准实体就是你的授权车辆经销商和认证服务合作伙伴；(b) 如果你是酒店控股公司，那么核准实体就是以你的名称、商标或品牌（或由其所有或控制的名称、商标或品牌）经营的酒店物业；或 (c) Apple 可自行决定并以书面形式批准的其他类似实体。

“**服务**”是指 Apple 商务管理服务（及其任何组件、功能或特性），用于移动设备管理的自动注册、内容的获取与管理、管理员帐户的创建，以及本协议中规定的其他相关服务，包括门户网站以及本协议下提供的任何服务或工具。

“**服务提供商**”是指根据本协议的条款代表你提供服务的第三方。

“**服务器令牌**”是指你的公钥、Apple ID 和 Apple 提供的令牌的组合，你的 MDM 服务器可通过它注册到本服务。

“**你**”、“**你的**”和“**贵机构**”是指签订本协议的机构。为避免疑义，贵机构负责确保自身员工、承包商、第三方服务提供商以及经授权代表自身行使本协议下权利的代理遵守本协议。

注： 如果你是第三方服务提供商，你需要让与你合作的机构签订本协议并将你添加为管理员，因为拥有授权设备并计划将此类设备分发给授权用户的实体必须注册本服务。

2. 服务要求

2.1 本服务的使用

作为使用本服务的条件，贵机构确认并同意：

- (a) 贵机构只能以本协议明确允许的目的和方式使用本服务，并应遵守所有适用的法律、法规及文档；
- (b) 贵机构不得将本服务（或它的任何部分）用于任何非法、不当或违法的活动；
- (c) 贵机构可以使用本服务管理授权设备来仅供授权用户使用，而不是一般性地部署到第三方；贵机构需要对授权用户使用授权设备的所有情况负责（例如，征得同意并向用户提供关于设备托管功能的相应信息）；
- (d) 贵机构需要对核准实体的作为负责，核准实体的所有作为都应视为贵机构的作为，并且贵机构（及其核准实体）应就所有此类作为向 Apple 负责。针对贵机构可能允许核准实体（或核准实体的授权用户）访问或

使用本服务特性或功能的情况，Apple 保留对相关特性和功能设置相应限制的权利；

(e) 贵机构应当从授权用户获得所有必要权利并征得他们的同意，以便按照本协议所允许的方式部署授权设备，并且贵机构有权通过本服务以允许的方式购买和管理内容；

(f) 贵机构可以向本服务添加管理员，但前提是这些人员是贵机构的员工或承包商，或是代表贵机构行事的服务提供商。贵机构只能出于帐户管理目的来添加此类人员；以及

(g) 除非 Apple 另有书面约定，否则贵机构仅限出于自身（及其核准实体）内部业务运营和信息技术需要来使用本服务，而不得向以下第三方提供产品或服务：集成或利用由本服务提供的服务或信息，或是以任何方式使用本服务。

2.2 无其他准许用途

贵机构同意不会以任何未经授权的方式使用本服务，包括但不限于攻击网络、导致网络不堪重负或上传恶意代码。任何此类尝试均视为侵犯 Apple 及其许可方的权利。除非本协议明确允许，否则贵机构不得向任何第三方许可、出售、共享、出租、租赁、让与、分发、托管、允许分时使用或免费使用本服务（或它的任何部分），或者以其他方式向任何第三方提供本服务（或它的任何部分）。贵机构同意不会利用本服务来跟踪、骚扰、误导、虐待、威胁或伤害任何人，或者假装成已注册实体之外的任何人；如果任何帐户可能被视为冒充或误导其他实体或个人的姓名或身份，Apple 保留拒绝或阻止相关帐户的权利。贵机构不会干预本服务，也不会干预本服务、Apple 软件或任何其他相关 Apple 软件或技术所实施或其中实施的任何安全性、数字签名、数字版权管理、验证或认证机制，或者允许他人这样做。Apple 保留所有本协议中未明确授予的权利，并且未以暗示、禁止或以其他方式授予任何其他许可、豁免或权利（无论是明示还是暗示）。

2.3 服务器令牌使用

贵机构同意仅将服务器令牌用于向本服务注册贵机构的 MDM 服务器和上传 MDM 注册设置，这些设置将在授权用户初次激活授权设备时发送到这些设备上。贵机构同意不向任何其他实体提供或转让服务器令牌，也不会与任何其他实体（服务提供商除外）共享服务器令牌。贵机构同意采取必要的措施来保护此类服务器令牌的安全和隐私，并在服务器令牌被盗或贵机构有理由认为它已被盗时将它撤销。Apple 保留随时自行决定撤销或停用服务器令牌的权利。贵机构也理解并同意，重新生成服务器令牌将影响贵机构对本服务的使用，直到新服务器令牌添加至 MDM 服务器为止。

2.4 EULA 条款和条件

作为本服务的一部分，贵机构可以选择让授权用户在设备的正常初始激活流程之外接受 Apple 软件的条款和条件。贵机构只要同意以下要求，就可以使用本服务的这一功能：

(a) 在向授权用户部署运行此类 Apple 软件的授权设备之前，贵机构的授权代表必须在本服务的门户网站上接受 Apple 软件的 EULA；

(b) 如果 Apple 软件的 EULA 发生变更，贵机构同意在收到 Apple 的通知后立即让自己的授权代表再次访问本服务的门户网站并接受此类 EULA，以便继续使用本服务。贵机构确认，在接受此类 EULA 之前，将无法使用本服务，包括将其他授权设备与自己的 MDM 服务器相关联；

(c) 贵机构有责任确保向授权用户提供此类 EULA，并确保每位授权用户都知晓并遵守 Apple 软件的 EULA 条款和条件；

(d) 贵机构同意负责取得让授权用户使用 Apple 软件所需的同意。

2.5 设备转让

贵机构不会转售任何已启用 MDM 注册设置的授权设备，并同意在转售或以任何方式将授权设备转让给非授权用户之前从本服务中删除此类设备。

2.6 购买内容

本服务已默认停用从 iTunes Store、App Store 或 iBooks Store 获取内容的功能，并且你对这项功能的使用需要遵守批量购买计划 (VPP) 的要求和条款。你可以选择向管理员授予购买权限并允许他们访问 Apple 的批量购买计划 (VPP) 来购买内容并作为本服务的一部分使用和管理，从而使得管理员可以通过本服务访问内容。所有此类购买均由你自己独立承担责任，并且你自行负责遵守适用的条款。如果你通过本服务购买了内容，即表示你同意你有权代表你的授权用户并接受此类适用条款。如果你收到了 VPP 令牌，作为本服务的一部分，你可以根据文档使用令牌来管理内容。

2.7 管理员帐户

你可以为管理员创建管理员帐户，以便在管理本服务时使用。这些管理员帐户要使用唯一的用户名和密码组合并归你所有。当你创建管理员帐户时，系统将针对此类帐户启用本服务中你所选的所有可用特性和功能，并且这些管理员帐户的适当启用以及与这些帐户相关的所有活动（例如，允许进行 VPP 购买）都将由你负责。你确认并同意，这些管理员帐户仅可用于访问和管理本服务来进行帐户管理，而不得出于任何其他目的来用于存储数据和信息（有关更多限制，请参阅附件 1）。如果你删除任何管理员帐户，你和对应管理员将无法再访问相应管理员帐户，并且你确认并同意此操作可能无法撤销，而且 Apple 对任何服务中断（包括数据丢失）概不负责。如果你位于中国大陆，您的管理员账号和与本服务有关的具有云功能的服务由云上艾珀（贵州）技术有限公司提供。

2.8 更新；无支持或维护

Apple 可能随时扩展、增强、暂停、终止或以其他方式修改本协议下提供的服务（或它的任何部分），恕不另行通知，并且 Apple 在行使此类权利时不对你或任何第三方负责。Apple 没有义务向贵机构提供有关本服务的任何更新。如果 Apple 提供了更新，则本协议的条款将适用于此类更新，更新附带单独的协议时除外，在这种情况下将适用该单独协议的条款。若有更新推出，更新中的特性、服务或功能可能与本服务的特性、服务或功能有所不同。Apple 没有义务对本服务提供任何维护、技术或其他支持。

2.9 第三方服务提供商

你可以使用服务提供商，但前提是：该服务提供商是代表你访问和使用本服务并会遵守这些条款，并且你与该服务提供商之间达成了书面协议，而且该书面协议的条款应至少具有与本协议下规定的同等限制力和对 Apple 的保护性。任何此类服务提供商就本服务和/或本协议所采取的任何作为均应视为你采取的作为，并且你（还有服务提供商）应就所有此类作为（或任何不作为）对 Apple 负责。

3. 贵机构的义务贵机构声明并保证：

(a) 贵机构的授权代表或代理有权代表贵机构签订本协议，以及代表贵机构接受本协议条款和义务的法律约

束；

(b) 贵机构向 Apple 提供的所有与本协议有关的信息都是最新、真实、准确、可靠和完整的；并且，如果贵机构向 Apple 提供的信息有任何变更，贵机构应当及时通知 Apple；

(c) 贵机构将监督授权代表、服务提供商和管理员并对他们使用本服务及遵守本协议条款的情况负责；

(d) 对于与本服务有关的所有成本、费用、损失和责任，以及贵机构、授权代表、管理员、服务提供商、授权用户、核准实体及授权设备所采取的任何相关活动，贵机构将承担全部责任；

(e) 贵机构将遵守本协议的条款并履行贵机构在本协议下的义务。

4. 服务要求或条款的变更

Apple 可能随时变更本服务或本协议的条款。要继续使用本服务，贵机构（通过授权代表）必须接受并同意本协议的新要求或条款。如果你不同意新的要求或条款，Apple 可以暂停或终止你对本服务的使用。你同意你可以通过电子形式表示接受此类新协议条款，包括但不限于选中复选框或者点按“同意”或类似按钮。

5. 赔偿

在适用法律允许的范围内，你同意针对由 Apple 免责方产生的以及由以下事项所引起或与之相关的任何及所有索赔、损失、责任、损害赔偿、费用和成本，包括但不限于律师费和诉讼费（统称为“损失”），向 Apple 做出赔偿并使其免受损害，并应 Apple 的要求为 Apple、Apple 董事、高级职员、职员、独立承包商和授权代表（均为“Apple 免责方”）提供辩护：(i) 你违反本协议中的任何认证、契约、义务、陈述或担保；(ii) 你（包括你的服务提供商、管理员和/或核准实体）对本服务的使用；(iii) 有关你使用、部署或管理授权设备、MDM 注册设置和/或 MDM 服务器的任何索赔，包括但不限于任何最终用户索赔；和/或 (iv) 有关预置、管理和/或使用授权设备、管理员帐户、通过本服务许可或购买的任何内容和/或对本服务的任何其他使用的任何索赔，包括但不限于任何最终用户索赔。未经 Apple 事先书面同意，你不得以任何方式与第三方达成影响到 Apple 权利的任何和解或类似协议，或以任何方式约束 Apple 或任何 Apple 免责方。

6. 期限和终止

本协议自你首次在本服务的门户网站上接受本协议之日开始生效，初始有效期为自 Apple 初次激活你的服务帐户之日起一（1）年（“期限”）。此后，在你遵守本协议条款的前提下，除非根据本协议提前终止，否则该期限将自动延续一（1）年。任何一方均可在向另一方书面通知后 30 天内，以任何理由或无理由终止本协议。

如果你未遵守或 Apple 怀疑你未遵守本协议的任何条款，Apple 可在不通知你的情况下自行决定：(i) 终止本协议和/或你的帐户；和/或 (ii) 暂停或禁止你访问本服务（或它的任何部分）。Apple 有权随时修改、暂停或终止本服务（或其中的任何部分或内容），恕不另行通知，并且 Apple 在行使此类权利时不对你或任何第三方负责。如果你不接受第 4 条中所述的任何新协议条款，Apple 也可以终止本协议，或暂停你使用本服务的权利。

你确认并同意，在本协议到期或终止时，你可能无法访问本服务，并且 Apple 有权暂停你或你的管理员通过使用本服务存储的数据或信息，或者删除此类数据或信息。在使用本服务的任何部分之前，你应该查阅文

档，并对你的数据和信息进行适当的备份。Apple 在行使此类权利时不对你或任何第三方负责，也不对任何由此类终止或暂停而可能引发或产生的损害承担责任。

7. 免责声明

你明确承认并同意，在适用法律允许的范围内，你将自行承担使用或者无法使用本服务或通过本服务访问的任何工具、特性或功能的对应风险，并且你将承担质量、性能、准确性和努力等方面的全部风险。

在适用法律允许的最大范围内，本服务系“按原样”和“按现状”提供，不保证没有瑕疵，也不作任何担保；Apple、Apple 董事、高级职员、职员、关联公司、授权代表、Apple 子公司、承包商、经销商或许可人（在第 7 和 8 条中统称为“Apple”）特此否认就本服务提供任何明示、默示或法定担保和条件，这包括但不限于有关适销性、质量满意度、针对特定用途的适用性、准确性、不受干扰地使用及不侵害第三方权利的默示担保和/或条件。

Apple 不对你使用或享受本服务提供以下保证、声明或担保：本服务中包含的特性或功能，或者本服务所执行或提供的服务，能够满足你的要求且安全无虞；你在使用或运行本服务时不会有中断或错误；缺陷或错误会得到纠正；本服务将会继续可用；本服务可与任何第三方软件、应用程序或第三方服务或者任何其他 Apple 产品或服务兼容或协同工作；通过本服务存储或传输的任何数据或信息不会丢失、破坏、损坏、受攻击、遭到黑客攻击、受干扰或受到何其他任何安全入侵。你同意 Apple 可能会不定期移除本服务，或者随时取消本服务，恕不另行通知。

另外你还确认本服务并非旨在用于或适合用于符合以下条件的情况或环境：如果本服务出现故障或时间延误，或是所提供的内容、数据或信息存在错误或不准确之处，可能会导致死亡、人身伤害或严重的物理或环境破坏，包括但不限于核设施的运行、飞机导航或通信系统、空中交通管制、生命维持或武器系统。

Apple 或 Apple 授权代表提供的口头或书面信息或建议均不构成本协议未明确列出的保证。如发现本服务有缺陷，你须承担所有必要的检修、维修或纠正的全部费用。

8. 责任限制

在适用法律未禁止的范围内，在任何情况下，对于因本协议以及/或者您使用或无法使用本服务而引起的任何人身伤害或任何偶发、特殊、间接或继发的损失，包括但不限于利润损失、数据或信息损坏或丢失、无法传输或接收任何数据或信息、业务中断或任何其他商业损害或损失，无论其成因及基于何种责任理论（合同、侵权或其他），Apple 概不负责，即使是 Apple 已被告知或知悉可能发生上述损害的情况也是如此。在任何情况下，Apple 就所有损害赔偿对你承担的全部责任（不包括在涉及人身伤害的情况下根据适用法律规定而作出的损害赔偿）不应超过五十美元（\$50.00）。即使上述救济未能实现其根本目的，上述限制仍然适用。

9. 一般法律条款

9.1 第三方通知

本服务的某些部分可能使用或包含第三方软件及其他受版权保护的材料。此类材料的致谢、许可条款和免责声明包含在本服务的电子文档或适用部分中，并且你在适用此类材料时应遵守相应的条款。

9.2 同意收集和使用数据

你确认并同意 Apple 及其子公司和代理可以收集、维护、处理和使用诊断、技术、用法及相关信息，包括但不限于：系统或硬件的唯一标识符；有关你使用服务、MDM 服务器、MDM 注册设置、电脑、设备、系统和应用软件以及其他软件和外围设备的信息；并且，定期收集这些信息是为了便于向你提供与本服务相关的服务；提供、测试和改进 Apple 的产品和服务；用于内部目的（如审计、数据分析和研究，旨在改进 Apple 的产品、服务和顾客通信）；便于为你提供与本服务或任何此类软件相关的软件或软件更新、产品支持以及其他服务（如果有）；以及验证是否遵守本协议的条款。为了让 Apple 的合作伙伴和第三方开发者能够改进设计用于本服务和/或 Apple 产品或服务的软件、硬件和服务，Apple 还可能会向任何此类合作伙伴或第三方开发者提供部分与该合作伙伴或开发者的软件、硬件和/或服务相关的诊断信息，不过前提是这些诊断信息会采用无法识别你个人身份的形式。依据本条所收集的数据将根据 Apple 的隐私政策进行处理，该政策可在以下网址查看：<http://www.apple.com/legal/privacy/szh>。

9.3 转让

未经 Apple 事先明确书面同意，你不得通过运用法律、合并或其他任何手段全部或部分转让本协议及本协议下的任何义务。未经同意而擅自试图转让的行为将被视为无效。

9.4 新闻稿及其他宣传；双方关系

未经 Apple 事先书面批准（Apple 有权单方面撤销此类书面批准），你不得发布任何有关本协议、其条款和条件或双方关系的新闻稿或其他任何公开声明。本协议不得被解释为你和 Apple 之间建立任何代理或合伙、合资、信托或其他形式的法律关系，并且你也不得以明示、暗示、表现或其他方式做出相对的陈述。本协议不是为了任何第三方的利益而订立的。

9.5 通知

任何与本协议有关的通知都应采用书面形式。Apple 通过你在注册时提供的电子邮件地址或邮寄地址给你发送通知即被视为通知已成功送达。就本协议发送给 Apple 的所有通知将在以下情况下被视为已成功送达：(a) 亲自递送；(b) 通过次日达商业快递寄送且出具递送成功的书面证明的三个工作日之后；以及 (c) 通过普通信函或挂号信（邮资预付）寄送至以下 Apple 地址的五个工作日之后：Legal Department, App Store (Apple Business Manager), Apple Inc., One Apple Park, MS 3-1 Legal, Cupertino, California 95014 U.S.A。你同意通过电子邮件接收通知，并同意 Apple 以电子方式发送给你的任何此类通知都满足所有法律上的通信要求。一方在按照如上所述向另一方发出书面通知后，可以更改自己的电子邮件地址或邮寄地址。

9.6 可分割性

如果有合法管辖权的法院认定本协议的任何条款因任何原因而被视为不可执行，则本协议的该项条款应在允许的最大范围内强制执行，以达到双方的原本意图，而本协议的其余部分仍将具有完全效力。但是，如果适用法律禁止或限制你完全和明确地遵守本协议中标题为“服务要求”或“贵机构的义务”的条款，或阻止执行任何此类条款，本协议将立即终止，你必须立即停止使用本服务。

9.7 弃权 and 解释

即使 Apple 未执行本协议的任一条款，也不应被视为放弃未来执行该条款或任何其他条款的权利。任何规

定合同语言将由起草人负责解释的法律或法规都不适用于本协议。条款标题仅为阅读方便而设，在解释本协议时不予考虑。

9.8 出口管制

除非得到美国法律、你获得本服务或 Apple 软件的管辖区法律以及任何其他适用法律和法规的授权，否则你不得使用、出口、转口、进口、出售或转让本服务或 Apple 软件或它的任何部分。具体而言，包括但不限于：本服务和 Apple 软件不得出口或转口 (a) 到任何美国禁运的国家/地区，或 (b) 给美国财政部特别指定国家名单或美国商务部被禁人士或机构名单或任何其他被限制贸易方名单上的任何人士或机构。使用本服务或 Apple 软件，即表示你声明并保证你不位于任何此类国家或地区，也没有被列入任何此类名单。你还同意不会将本服务或 Apple 软件用于美国法律禁止的任何目的，包括但不限于开发、设计、制造或生产核武器、导弹、化学武器或生物武器。

9.9 政府最终用户

本服务、Apple 软件及文档均属“商业项目”(该词定义见 48 C.F.R. § 2.101)，包含“商用电脑软件”和“商用电脑软件文档”(定义见 48 C.F.R. §12.212 或 48 C.F.R. §227.7202，以适用者为准)。与 48 C.F.R. §12.212 或 48 C.F.R. §227.7202-1 至 227.7202-4 (以适用者为准) 一致，“商用电脑软件”和“商用电脑软件文档”根据此处条款和条件按照如下方式被许可给美国政府最终用户：(a) 仅作为“商业项目”；并且 (b) 政府最终用户仅具有授予所有其他最终用户的那些权利。未公布的权利根据美国著作权法律予以保留。

9.10 争议解决；适用法律

你与 Apple 之间因本协议、Apple 软件或你与 Apple 之间的关系而产生或与之相关的任何诉讼或其他争议都将在加利福尼亚州北区法院解决；你和 Apple 特此同意该区的州和联邦法院享有此类诉讼或争议解决的属人管辖权且为专属管辖法院。本协议受美国和加利福尼亚州法律管辖并由这些法律进行解释，但加利福尼亚州法律中关于法律冲突的部分除外。尽管存在上述规定：

(a) 如果你属于美国联邦政府的机构、执行机关或部门，则本协议应受美国法律管辖，并且在没有适用联邦法律的情况下，将适用加利福尼亚州的法律。此外，如果本协议中有任何相反的规定 (包括但不限于第 5 条“赔偿”)，所有索赔、要求、投诉和争议都受《合同争议法》(41 U.S.C. §§601-613)、《塔克法案》(28 U.S.C. § 1346(a) 和 § 1491) 或《联邦侵权赔偿法》(28 U.S.C. §§ 1346(b)、2401-2402、2671-2672、2674-2680) (如适用) 或其他适用监管机构的约束。为避免疑义，如果你是美国联邦、州或地方政府的机构、执行机关或部门，或是美国公共和被认可的教育机构，那么你的赔偿义务仅限于它们不会造成你违反任何适用法律 (如《反超支法》) 的范围内，并且你有法律上要求的任何授权或授权法令。b) 如果你 (作为签订本协议的实体) 是美国公共和被认可的教育机构，或是美国州或地方政府的机构、执行机关或部门，则 (i) 本协议将受你在州 (在美国境内) 的法律管辖和解释，但州法律中关于法律冲突的部分除外；(ii) 你与 Apple 之间因本协议、Apple 软件或你与 Apple 之间的关系而产生或与之相关的任何诉讼或其他争议都将在加利福尼亚州北区法院解决；你和 Apple 特此同意该区的州和联邦法院享有此类诉讼或争议解决的属人管辖权且为专属管辖法院，除非你的实体所在州的法律明确禁止此类同意。

(c) 如果你是通过你的政府间章程或协议获得国家法院管辖豁免的国际政府间组织，则由本协议所产生或与之相关的任何争议或索赔 (或违约) 应通过仲裁来确定，此仲裁由国际争议解决中心根据它的国际仲裁规则

进行管理。仲裁地点为英国伦敦；语言为英语；仲裁员人数应为三人。在 Apple 要求时，你同意提供相关身份证据，证明你是享受此类特权和豁免权的政府间组织。

本协议不受到《联合国国际货物销售合同公约》的约束，已明确排除该公约的适用情况。

9.11 完整协议；管辖语言

本协议构成了双方就本协议中计划的服务达成的完整协议，并取代先前与该标的事项有关的所有谅解和协议。为避免疑义，本协议中的任何内容均不会取代 Apple 软件的 EULA。只有在以下情况下才可修改本协议：(a) 有双方签字的书面修订，或 (b) 在本协议明确许可的范围内 (例如 Apple 通知你)。本协议的任何翻译版本都是出于善意而提供给你的。如果英文版与任何非英文版之间存在争议，则在您所属司法管辖区的地方法律未禁止的范围内，应以本协议的英文版为准。如果你位于加拿大魁北克省，或者你是法国的政府机构，则适用以下条款：特此确认，双方已要求以英文起草本协议和所有相关文档。*Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.*

9.12 接受

贵机构确认并同意，点按“同意”或类似按钮或选中复选框，即表示贵机构 (通过授权代表) 接受并同意本协议的条款和条件。

附件 1

(适用于本协议)

关于管理员帐户使用的附加条款

在你 (或代表你的任何管理员) 通过本服务 (例如出于帐户管理的目的) 存储与个人有关的任何个人信息或任何可识别个人身份的信息 (统称为“个人数据”) 的有限范围内, 你同意 Apple (及任何适用的 Apple 子公司) 将作为你的代理来处理 and 存储任何此类个人数据。Apple 同意确保任何被授权处理此类个人数据的人员都同意保守机密 (无论是通过相关条款, 还是依照适当的法定义务)。对于仅因为你使用本服务而得到的此类个人数据, Apple 不享有任何权利、所有权或权益。你同意, 你全权负责确保自己在通过本服务使用或收集数据及信息时遵守所有适用的法律, 包括隐私和数据保护法。你还对与此类个人数据有关的所有活动负责, 包括但不限于监控此类数据和活动、防止和消除不适当的数据和活动, 以及删除数据和终止对数据的访问。你有责任保护此类个人数据并限制你的员工对这些数据的访问权限, 以及对被允许代表你访问这些数据以使用本服务的员工的行为承担责任。

Apple 仅会在必要时使用你 (以及你的管理员) 通过本服务提供的个人数据, 用于提供和改进本服务, 并代表你实现以下作为。Apple 应当: (a) 依照你在此指定的说明和许可来使用和处理此类个人数据并且遵守适用的法律、法规、协定或条约。在欧洲经济区和瑞士, Apple 将仅根据你在此处所述的说明和许可来处理个人数据, 欧盟或成员国的法律另有要求除外; 在这种情况下, Apple 会通知你其他此类法律要求 (法律禁止 Apple 这样做的情况除外, 但这种情况非常有限); (b) 为你提供合理的方法来按照适用法律中的规定管理任何用户访问、删除或限制请求。如果你因善意使用本服务而被数据保护监管机构或类似机构展开有关此类个人数据的调查, Apple 应向你提供合理的协助和支持; (c) 如果 Apple 发现你的个人数据因他人未经授权访问本服务而被篡改、删除或丢失, Apple 会以任何合理的方式通知你, 而不会无故拖延, 并会充分考虑适用于你的法律要求 (强制在特定时间范围内发出通知)。你有责任向 Apple 提供你最新的联系信息, 以获取此处所述的通知; (d) 向你提供必要的信息, 用于证明你遵守了欧洲议会 (EU) 2016/679 法规和 2016 年 4 月 27 日欧盟理事会 (GDPR) 第 28 条规定的义务, 并安排和参与这些规定所要求的审计, 但前提是, 你同意 Apple 的 ISO 27001 和 ISO 27018 认证足以满足此类审核的要求; (e) 以 Apple 选择的任何合理方式协助你确保遵守 GDPR 第 33 至 36 条规定的义务。如果 Apple 收到第三方请求访问你在本服务中存储的信息, 除非法律或针对此类请求的条款另有要求, 否则 Apple 将通知你收到此类请求, 并通知请求者向你提出此类请求。除非法律或此类请求另有要求, 否则将由你来负责回复请求; (f) 在传输、处理和存储个人数据期间, 使用符合行业标准的措施来保护个人数据。加密的个人数据可由 Apple 根据地理位置自行决定存储; (g) 确保在本协议范围内从欧洲经济区或瑞士产生的个人数据仅传输到能确保采取适当保护等级或使用“示范合同条款/瑞士跨境数据流协议”的第三国或地区。如果你认为发生了个人数据传输, 我们会应你的要求向你提供此协议。

EP5550

2019 年 9 月 10 日

PLEASE READ THE FOLLOWING APPLE BUSINESS MANAGER TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICE. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN INSTITUTION AND APPLE. BY CLICKING ON THE “AGREE” BUTTON, INSTITUTION, THROUGH ITS AUTHORIZED REPRESENTATIVE, IS AGREEING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. IF INSTITUTION DOES NOT OR CANNOT AGREE TO THIS AGREEMENT, THEN CLICK THE “CANCEL” BUTTON. IF INSTITUTION DOES NOT AGREE TO THIS AGREEMENT, THEN INSTITUTION IS NOT PERMITTED TO PARTICIPATE.

Apple Business Manager Agreement

Purpose

This Agreement permits You to participate in Apple Business Manager, which allows You to automate enrollment of Apple-branded products for Mobile Device Management (MDM) within Your Institution, to purchase and manage content for such products, and to access facilitation tools for related services.

Note: You will need to have an MDM solution (e.g., Profile Manager from macOS Server or from a third-party developer) enabled within Your Institution so that you can utilize the features of this Service. An MDM solution enables You to configure, deploy, and manage Apple-branded products. For more information, see <https://www.apple.com/business/resources/>.

1. Definitions

Whenever capitalized in this Agreement:

“Administrators” means employees or contractors (or Service Providers) of Your company or organization who have been added to the Service for purposes of account management, e.g., administering servers, uploading MDM provisioning settings, adding devices to Your account, purchasing content, and performing other related services.

“Agreement” means this Apple Business Manager Agreement. For clarity, this Apple Business Manager Agreement is a successor to the Apple Device Enrollment Program Agreement.

“Apple” means Apple Inc., a California corporation with its principal place of business at One Apple Park Way, Cupertino, California 95014, U.S.A.

“Apple Software” means the iOS, iPadOS, macOS, and tvOS operating system software, or any successor versions thereof.

“Apple Subsidiary” means a corporation at least fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are owned or controlled, directly or indirectly, by Apple Inc., and that is involved in the operation of or otherwise affiliated with the App Store, iCloud, and as otherwise referenced herein (e.g., Attachment 1).

“Authorized Devices” means Apple-branded products that are owned or controlled by You, have been designated for use by Authorized Users (or Service Providers) only, and that are eligible for use in the Service. For avoidance of doubt, devices that are personally owned by an Authorized User (e.g., “BYOD” devices) or devices that are owned or controlled by a Permitted Entity, are not permitted to be enrolled in supervised device management (e.g., configured with MDM Enrollment Settings) as part of the Service, unless otherwise agreed by Apple in writing, and not all devices are eligible to be added to the Service.

“Authorized Users” means employees and contractors (or Service Providers) of Your company or organization, employees and contractors of Your Permitted Entity, or other end users who are affiliated with Your Institution (e.g., if You are an educational institution, the term “Authorized Users” also includes faculty, staff and students of Your institution, and if You are a hospital, the term “Authorized Users” also includes credentialed physicians, referring physicians and clinicians).

“Content” means any material or information that may be licensed or acquired as part of the Service by Apple’s Volume Purchase Program.

“Documentation” means the technical or other specifications or documentation that Apple may provide to You for use in connection with the Service.

“End User License Agreement” or “EULA” means the software license agreement terms and conditions for the Apple Software.

“MDM Enrollment Settings” means settings for an Apple-branded product that can be configured and managed as part of the Service, including, but not limited to, the initial enrollment flow for a device, and settings to supervise a device, make configuration mandatory, or lock an MDM profile.

“MDM Server(s)” means computers owned or controlled by You (or a Service Provider acting on Your behalf) that have been designated to communicate with the Service.

“Permitted Entity(ies)” means (a) if You are a vehicle manufacturer, Your authorized vehicle dealerships and certified service partners; (b) if You are a hotel holding company, hotel properties operating under Your name, trademark or brand (or a name, trademark or brand it owns or controls); or (c) other similar entities that Apple may approve in writing in its sole discretion.

“Service” means the Apple Business Manager service (and any components, functionality or features thereof) for automated mobile device management enrollment, acquisition and management of Content, the creation of Administrator accounts, and other related services as contemplated in this Agreement, including the web portal and any services or tools provided hereunder.

“Service Provider” means a third party who provides a service on Your behalf in accordance with the terms of this Agreement.

“Server Token” means the combination of Your public key, Apple ID and a token provided by Apple that permits Your MDM Server(s) to be registered with the Service.

“You,” “Your,” and “Institution” means the institution entering into this Agreement. For avoidance of doubt, the Institution is responsible for compliance with this Agreement by its employees, contractors, third-party service providers, and agents who are authorized to exercise rights under this Agreement on its behalf.

Note: If you are a third-party service provider, you need to have the Institution with whom you are working enter into this Agreement and add you as an Administrator since the entity that owns the Authorized Devices and plans to distribute such Devices to its Authorized Users must enroll in the Service.

2. Service Requirements

2.1 Use of the Service

As a condition to using the Service, Institution acknowledges and agrees that:

- (a) Institution is permitted to use the Service only for the purposes and in the manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations, and the Documentation;
- (b) Institution is not permitted to use the Service (or any part thereof) for any unlawful, inappropriate, or illegal activity;
- (c) Institution is permitted to use the Service to manage Authorized Devices for use only by Authorized Users and not for general deployment to third parties, and Institution will be responsible for all use of the Authorized Devices by its Authorized Users (e.g., obtaining consents and providing appropriate information to users about the managed features of devices);
- (d) Institution will be responsible for its Permitted Entity, and any actions undertaken by its Permitted Entity shall be deemed to have been taken by Institution, and Institution (in addition to its Permitted Entity) shall be responsible to Apple for all such actions. Apple reserves the right to set limitations on the features or functionality of the Service that Institution may allow its Permitted Entity (or Authorized Users of its Permitted Entity) to access or use;
- (e) Institution will obtain all necessary rights and consents from its Authorized Users to deploy its Authorized Devices as permitted hereunder, and Institution will have the rights to purchase and manage Content as may be permitted through the Service;
- (f) Institution may add Administrators to the Service, but only if such individuals are employees or contractors of Institution or are Service Providers acting on Institution's behalf, and Institution may add such parties only for account management purposes; and
- (g) Institution is permitted to use the Service only for its own (and its Permitted Entity's) internal business operations and information technology purposes and is not permitted to provide a product or service to third parties that integrates with or leverages services or information provided by the Service or uses the Service in any way, unless otherwise agreed by Apple in writing.

2.2 No Other Permitted Uses

Institution agrees not to exploit the Service in any unauthorized way whatsoever, including, but not limited to, by trespass, burdening network capacity, or uploading malicious code. Any attempt to do so is a violation of the rights of Apple and its licensors. Institution may not license, sell, share, rent, lease, assign, distribute, host, permit timesharing or service bureau use, or otherwise make the Service (or any components thereof) available to any third party, except as expressly permitted in this Agreement. Institution agrees that it will not use the Service to stalk, harass, mislead, abuse, threaten or harm or pretend to be anyone other than the entity that has enrolled, and Apple reserves the right to reject or block any accounts that could be deemed to be an impersonation or misrepresentation of another entity or person's name or identity. Institution will not interfere with the Service, or with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Service or by the Apple Software or any other related Apple software or technology, or enable others to do so. All rights not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise.

2.3 Server Token Usage

Institution agrees to use the Server Token only for purposes of enrolling Institution's MDM Server into the Service and uploading MDM Enrollment Settings that will be sent to Authorized Devices when they are initially activated by Authorized Users. Institution agrees not to provide or transfer its Server Token to any other entity or share it with any other entity, excluding its Service Provider. Institution agrees to take appropriate measures to safeguard the security and privacy of such Server Token and to revoke it if it has been compromised or Institution has reason to believe it has been compromised. Apple reserves the right to revoke or disable Server Tokens at

any time in its sole discretion. Further, Institution understands and agrees that regenerating the Server Token will effect Institution's ability to use the Service until a new Server Token has been added to the MDM Server.

2.4 EULAs Term and Conditions

As part of the Service, Institution may elect to have its Authorized Users accept the terms and conditions for the Apple Software outside of the normal initial activation process on a device. Institution may use this feature of the Service as long as Institution agrees to the following requirements:

- (a) Institution's authorized representative must accept the EULAs for the Apple Software on the Service web portal prior to deploying Authorized Devices running such Apple Software to Authorized Users;
- (b) If the EULAs for the Apple Software have changed, Institution agrees to have its authorized representative return to the Service web portal and accept such EULAs promptly upon notice from Apple in order to continue using the Service. Institution acknowledges that it will not be able to use the Service, including associating additional Authorized Devices with its MDM Server, until such EULAs have been accepted;
- (c) Institution is responsible for ensuring that such EULAs are provided to Authorized Users, and that each Authorized User is aware of and complies with the terms and conditions of the EULAs for the Apple Software; and
- (d) Institution agrees to be responsible for obtaining any required consents for its Authorized Users' use of the Apple Software.

2.5 Device Transfer

Institution will not resell any Authorized Devices with MDM Enrollment Settings enabled and agrees to remove such Devices from the Service prior to reselling them or transferring them to non-Authorized Users in any way.

2.6 Purchasing Content

Acquisition of Content from the iTunes Store, App Store, or iBooks Store is automatically disabled in the Service, and Your use is subject to the requirements and terms of the Volume Purchase Program (VPP). You may choose to enable Your Administrators to access Content through the Service by granting them purchasing authority and allowing them to access Apple's Volume Purchase Program (VPP) to purchase Content for use and management as part of the Service. You are solely responsible for all such purchases and compliance with the applicable terms. If You purchase Content as part of the Service, You agree that You have the authority to and will accept such applicable terms on behalf of Your Authorized Users. To the extent that You receive a VPP token, You may use it to manage Content as part of the Service in accordance with the Documentation.

2.7 Administrator Accounts

You may create Administrator accounts for Your Administrators to use in administering the Service. These Administrator accounts will be a combination of a unique user name and password, which will be owned by You. When You create Administrator accounts, all features and functionality of the Service that You select to be available will be enabled for such accounts, and You are responsible for appropriately enabling these Administrator accounts and for all activity in connection with these accounts (e.g., permitting VPP purchases). You acknowledge and agree that these Administrator accounts may be used only to access and manage the Service for account management purposes and may not be used to store data and information for any other purposes (see Attachment 1 for additional restrictions). If You delete any Administrator accounts, then neither You nor the Administrator will have access to such Administrator accounts, and You acknowledge and agree that this action may not be reversible, and that Apple shall not be liable to You for any discontinuation of Service (including data loss). If You are located in mainland

China, such Administrator accounts (and related cloud-based functionality of the Service) will be provided by AIPO Cloud (Guizhou) Technology Co. Ltd.

2.8 Updates; No Support or Maintenance

Apple may extend, enhance, suspend, discontinue, or otherwise modify the Service (or any part thereof) provided hereunder at any time without notice, and Apple will not be liable to You or to any third party should it exercise such rights. Apple will not be obligated to provide Institution with any updates to the Service. If Apple makes updates available, the terms of this Agreement will govern such updates, unless the update is accompanied by a separate agreement in which case the terms of that agreement will govern. Should an update be made available, it may have features, services or functionality that are different from those found in the Service. Apple is not obligated to provide any maintenance, technical or other support for the Service.

2.9 Third-Party Service Providers

You are permitted to use a Service Provider only if the Service Provider's access to and use of the Service is done on Your behalf and in accordance with these terms, and is subject to a binding written agreement between You and the Service Provider with terms at least as restrictive and protective of Apple as those set forth herein. Any actions undertaken by any such Service Provider in relation to the Service and/or arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to the Service Provider) shall be responsible to Apple for all such actions (or any inactions).

3. Institution's Obligations

Institution represents and warrants that:

- (a) Institution's authorized representative or agent has the right and authority to enter into this Agreement on its behalf and to legally bind Institution to the terms and obligations of this Agreement;
- (b) All information provided by Institution to Apple in connection with this Agreement will be current, true, accurate, supportable and complete; and, with regard to information Institution provides to Apple, Institution will promptly notify Apple of any changes to such information;
- (c) Institution will monitor and be responsible for its authorized representatives, Service Providers, and Administrators' use of the Service and their compliance with the terms of this Agreement;
- (d) Institution will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by Institution, its authorized representatives, Administrators, Service Providers, Authorized Users, Permitted Entities, and Authorized Devices, in connection with the Service; and
- (e) Institution will comply with the terms of and fulfill Institution's obligations under this Agreement.

4. Changes to Service Requirements or Terms

Apple may change the Service or the terms of this Agreement at any time. In order to continue using the Service, Institution, through its authorized representative, must accept and agree to the new requirements or terms of this Agreement. If You do not agree to the new requirements or terms, Your use of the Service may be suspended or terminated by Apple. You agree that Your acceptance of such new Agreement terms may be signified electronically, including without limitation, by checking a box or clicking on an "agree" or similar button.

5. Indemnification

To the extent permitted by applicable law, You agree to indemnify and hold harmless Apple, and upon Apple's request, defend, Apple, its directors, officers, employees, independent contractors and authorized representatives (each an "Apple Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs, including without limitation attorneys' fees and court costs, (collectively, "Losses") incurred by an Apple Indemnified Party and arising from or related to any of the following: (i) Your breach of any certification, covenant, obligation,

representation or warranty made in this Agreement; (ii) Your use (including Your Service Provider's, Administrator's and/or Permitted Entity's use) of the Service; (iii) any claims, including but not limited to any end user claims, about Your use, deployment or management of Authorized Devices, MDM Enrollment Settings, and/or MDM Servers; and/or (iv) any claims, including but not limited to any end user claims, about the provision, management, and/or use of Authorized Devices, Administrator accounts, any Content licensed or purchased through the Service, and/or any other use of the Service. In no event may You enter into any settlement or like agreement with a third party that affects Apple's rights or binds Apple or any Apple Indemnified Party in any way, without the prior written consent of Apple.

6. Term and Termination

The term of this Agreement shall commence on the date You first accept this Agreement in the Service web portal and extend for an initial period of one (1) year following the initial activation date of Your Service account by Apple ("Term"). Thereafter, subject to Your compliance with the terms of this Agreement, the Term will automatically renew for successive one (1) year terms, unless sooner terminated in accordance with this Agreement. Either party may terminate this Agreement for its convenience, for any reason or no reason, effective 30 days after providing the other party with written notice of its intent to terminate.

If You fail, or Apple suspects that You have failed, to comply with any of the provisions of this Agreement, Apple, at its sole discretion, without notice to You may: (i) terminate this Agreement and/or Your account; and/or (ii) suspend or preclude access to the Service (or any part thereof). Apple reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time without notice to you, and Apple will not be liable to You or to any third party should it exercise such rights. Apple may also terminate this Agreement, or suspend Your rights to use the Services, if You fail to accept any new Agreement terms as described in **Section 4**.

You acknowledge and agree that You may not be able to access the Service upon expiration or termination of this Agreement and that Apple reserves the right to suspend access to or delete data or information that You or Your Administrators have stored through Your use of the Service. You should review the Documentation prior to using any part of the Service and make appropriate back-ups of Your data and information. Apple will not be liable or responsible to You or to any third party should it exercise such rights or for any damages that may result or arise out of any such termination or suspension.

7. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF, OR INABILITY TO USE, THE SERVICE, OR ANY TOOLS OR FEATURES OR FUNCTIONALITY ACCESSED BY OR THROUGH THE SERVICE, IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AUTHORIZED REPRESENTATIVES, APPLE SUBSIDIARIES, CONTRACTORS, RESELLERS, OR LICENSORS (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF **SECTIONS 7 AND 8**) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

APPLE DOES NOT GUARANTEE, REPRESENT OR WARRANT AGAINST INTERFERENCE WITH YOUR USE OR ENJOYMENT OF THE SERVICE, THAT THE FEATURES OR FUNCTIONALITY CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT YOUR USE OF OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE SERVICE WILL CONTINUE TO BE MADE AVAILABLE, THAT THE SERVICE WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES OR ANY OTHER APPLE PRODUCTS OR SERVICES, OR THAT ANY DATA OR INFORMATION STORED OR TRANSMITTED THROUGH THE SERVICE WILL NOT BE LOST, CORRUPTED, DAMAGED, ATTACKED, HACKED, INTERFERED WITH OR SUBJECT TO ANY OTHER SECURITY INTRUSION. YOU AGREE THAT FROM TIME TO TIME APPLE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY OR THROUGH THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL 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 SHALL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

8. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA OR INFORMATION, FAILURE TO TRANSMIT OR RECEIVE ANY DATA OR INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF THIS AGREEMENT AND/OR YOUR USE OR INABILITY TO USE THE SERVICE, EVEN IF APPLE HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), AND EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL APPLE'S TOTAL LIABILITY TO YOU 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). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. General Legal Terms

9.1 Third Party Notices

Portions of the Service may utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the electronic documentation for the Service or applicable part thereof, and Your use of such material is governed by their respective terms.

9.2 Consent to Collection and Use of Data

You acknowledge and agree that Apple and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, information about Your use of the Service, Your MDM Server, MDM Enrollment Settings, computers, devices, system and application software, and other software and peripherals, that is gathered periodically to facilitate the provision of services to You related to the Service, to provide, test and improve Apple's products and services, for internal purposes such as auditing, data analysis, and research to improve Apple's products, services, and customer communications, to facilitate the provision of software or software updates, product support and other services to You (if any) related to the Service or any such software, and to verify compliance with the terms of this Agreement. To enable Apple's partners and third party developers to improve their software, hardware and services designed for use with the Service and/or with Apple products or services, Apple may also provide any such partner or third party developer with a subset of diagnostic information that is relevant to that partner's or developer's software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify You. Data collected pursuant to this Section will be treated in accordance with Apple's Privacy Policy, which can be viewed at: www.apple.com/legal/privacy.

9.3 Assignment

This Agreement may not be assigned, nor may any of Your obligations under this Agreement be delegated, in whole or in part, by You by operation of law, merger, or any other means without Apple's express prior written consent and any attempted assignment without such consent will be null and void.

9.4 Press Releases and Other Publicity; Relationship of Parties

You may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship of the parties without Apple's express prior written approval, which may be withheld at Apple's discretion. This Agreement will not be construed as creating any agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between You and Apple, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. This Agreement is not for the benefit of any third parties.

9.5 Notices

Any notices relating to this Agreement shall be in writing. Notices will be deemed given by Apple when sent to You at the email address or mailing address You provided during the sign-up process. All notices to Apple relating to this Agreement will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and (c) five business days after having been sent by first class or certified mail, postage prepaid, to this Apple address: Legal Department, App Store (Apple Business Manager), Apple Inc., One Apple Park, MS 3-1 Legal, Cupertino, California 95014 U.S.A. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements. A party may change its email or mailing address by giving the other written notice as described above.

9.6 Severability

If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. However, if applicable law prohibits or restricts You from fully and specifically complying with the Sections of this Agreement entitled "Service Requirements", or "Institution's Obligations" or prevents the enforceability of any of those Sections, this Agreement will immediately terminate and You must immediately discontinue any use of the Service.

9.7 Waiver and Construction

Failure by Apple to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement.

9.8 Export Control

You may not use, export, re-export, import, sell or transfer the Service or Apple Software, or any part thereof, except as authorized by United States law, the laws of the jurisdiction in which You obtained the Service or Apple Software, and any other applicable laws and regulations. In particular, but without limitation, the Service and the Apple Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List or any other restricted party lists. By using the Service or Apple Software, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Service or Apple Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons.

9.9 Government End-users

The Service, Apple Software and Documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

9.10 Dispute Resolution; Governing Law

Any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, except that body of California law concerning conflicts of law. Notwithstanding the foregoing:

- (a) If You are an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the State of California will apply. Further, and notwithstanding anything to the contrary in this Agreement (including but not limited to Section 5 (Indemnification)), all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§601-613), the Tucker Act (28 U.S.C. § 1346(a) and § 1491), or the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401-2402, 2671-2672, 2674-2680), as applicable, or other applicable governing authority. For the avoidance of doubt, if You are an agency, instrumentality, or department of the federal, state or local government of the U.S. or a U.S. public and accredited educational institution, then Your indemnification obligations are only applicable to the extent they would not cause You to violate any applicable law (e.g., the Anti-Deficiency Act), and You have any legally required authorization or authorizing statute.
- (b) If You (as an entity entering into this Agreement) are a U.S. public and accredited educational

institution or an agency, instrumentality, or department of a state or local government within the United States, then (i) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which Your entity is domiciled, except that body of state law concerning conflicts of law; and (ii) any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in federal court within the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue of such District unless such consent is expressly prohibited by the laws of the state in which Your entity is domiciled.

(c) If You are an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through Your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The place of arbitration shall be London, England; the language shall be English; and the number of arbitrators shall be three. Upon Apple's request, You agree to provide evidence of Your status as an intergovernmental organization with such privileges and immunities.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.11 Entire Agreement; Governing Language

This Agreement constitutes the entire agreement between the parties with respect to the Service contemplated hereunder and supersedes all prior understandings and agreements regarding its subject matter. For avoidance of doubt, nothing in this Agreement supersedes the EULAs for the Apple Software. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (for example, by Apple by notice to You). Any translation of this Agreement is provided as a courtesy to You, and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern, to the extent not prohibited by local law in Your jurisdiction. If You are located in the province of Quebec, Canada, or are a government organization within France, the following clause applies: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. *Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.*

9.12 Acceptance

Institution acknowledges and agrees that by clicking on the "Agree" or similar button or by checking a box, Institution, through its authorized representative, is accepting and agreeing to the terms and conditions of this Agreement.

Attachment 1
(to the Agreement)
Additional Terms for the use of Administrator Accounts

To the limited extent that You (or any Administrator acting on Your behalf) store any personal information relating to an individual or any information from which an individual can be identified (collectively, "Personal Data") as part of the Service (such as for Your account management purposes), You agree that Apple (and any applicable Apple Subsidiary) will act as Your agent for the processing, storage and handling of any such Personal Data. Apple agrees to ensure that any persons authorized to process such Personal Data have agreed to maintain confidentiality (whether through terms or under an appropriate statutory obligation). Apple shall have no right, title or interest in such Personal Data solely as a result of Your use of the Service. You agree that You are solely liable and responsible for ensuring Your compliance with all applicable laws, including privacy and data protection laws, regarding the use or collection of data and information through the Service. You are also responsible for all activity related to such Personal Data, including but not limited to, monitoring such data and activity, preventing and addressing inappropriate data and activity, and removing and terminating access to data. You are responsible for safeguarding and limiting access to such Personal Data by Your personnel and for the actions of Your personnel who are permitted access to use the Service on Your behalf.

Personal Data provided by You (and Your Administrators) through the Service may be used by Apple only as necessary to provide and improve the Service and to perform the following actions on Your behalf. Apple shall: (a) use and handle such Personal Data only in accordance with the instructions and permissions from You set forth herein, as well as applicable laws, regulations, accords, or treaties. In the EEA and Switzerland, Personal Data will be handled by Apple only in accordance with the instructions and permissions from You set forth herein unless otherwise required by European Union or Member State Law, in which case Apple will notify You of such other legal requirement (except in limited cases where Apple is prohibited by law from doing so); (b) provide You with reasonable means to manage any user access, deletion, or restriction requests as defined in applicable law. In the event of an investigation of You arising from Your good faith use of the Service by a data protection regulator or similar authority regarding such Personal Data, Apple shall provide You with reasonable assistance and support; (c) notify You by any reasonable means Apple selects, without undue delay and taking account of applicable legal requirements applying to You which mandate notification within a specific timeframe, if Apple becomes aware that Your Personal Data has been altered, deleted or lost as a result of any unauthorized access to the Service. You are responsible for providing Apple with Your updated contact information for such notification as set forth herein; (d) make available to You the information necessary to demonstrate compliance obligations set forth in Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and to allow for and contribute to audits required under these provisions; provided however that You agree that Apple's ISO 27001 and 27018 certifications shall be considered sufficient for such required audit purposes; (e) assist You, by any reasonable means Apple selects, in ensuring compliance with its obligations pursuant to Articles 33 to 36 of the GDPR. If Apple receives a third party request for information You have stored in the Service, then unless otherwise required by law or the terms of such request, Apple will notify You of its receipt of the request and notify the requester of the requirement to address such request to You. Unless otherwise required by law or the request, You will be responsible for responding to the request; (f) use industry-standard measures to safeguard Personal Data during the transfer, processing and storage of Personal Data. Encrypted Personal Data may be stored at Apple's geographic discretion; and (g) ensure that where Personal Data, arising in the context of this Agreement, is transferred from the EEA or Switzerland it is only to a third country that ensures an adequate level of protection or using the

Model Contract Clauses/Swiss Transborder Data Flow Agreement which will be provided to You upon request if you believe that Personal Data is being transferred.

EP5550

9/10/19