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第 6(B) 条至 6(E) 条以及第 7 条至第 25 条中规定的权利和义务在本协议到期或终止后继续有效。尽管本协议中有任何相反规定，Apple 可自行决定，直接或间接、在无需事先通知的情况下立即暂停、终止或以其他方式拒绝你访问或使用全部或部分 Apple 商务服务，且 Apple 在行使上述权利时不对你或任何第三方承担任何责任。本第 15 条并不限制 Apple 在法律上、衡平法上或本协议项下享有的任何其他权利或补救措施。

16. 双方关系

本协议不构成且不应被解释为在你与 Apple 之间建立任何代理、合伙、合资、雇佣或信托关系，或任何其他形式的法律关联，且你不得以明示、暗示、表象或其他方式作出相反的陈述。本协议并非为任何第三方的利益而订立。

17. 新闻稿和其他宣传

未经 Apple 明确的事先书面批准 (Apple 有权单方面撤销此类书面批准)，你不得就本协议或与 Apple 的任何关系发布任何新闻稿或作出其他公开声明。

18. 通知

任何与本协议有关的通知都应采用书面形式。Apple 向你发出的所有通知，在发送至你就 Apple 商务服务向 Apple 提供的电子邮件地址或邮寄地址时，即视为已送达。你同意，你将定期核查你用于接收 Apple 发送给你的通知的电子邮件地址和邮寄地址，及时查看所有此类通知，并且在你无法再访问就 Apple 商务服务向 Apple 提供的电子邮件地址或邮寄地址时，立即将此情况告知 Apple。除非本协议另有规定，否则向 Apple 发送的所有与本协议相关的通知会将在以下情况下视为已送达：(a) 亲自递送，(b) 通过提供书面送达证明的次日达商业快递寄出三 (3) 个工作日后，以及 (c) 通过普通信函或挂号信 (邮资预付) 寄出五 (5) 个工作日后。通过上述第 (a)、(b) 和 (c) 款所述方法应寄送至以下地址：Apple Inc., Legal (attn: Apple Business Legal), One Apple Park Way, MS 37-2ISM, Cupertino, CA 95014, United States.一方可通过按上述方式向另一方发出书面通知或通过 Apple 商务更改其电子邮件地址或邮寄地址。

19. 争议解决；适用法律

所有因本协议引起或与之相关的争议，均应根据《国际商会仲裁规则》（“**ICC 规则**”），由三名依照 ICC 规则指定的仲裁员进行最终裁决。

仲裁地点应为加利福尼亚州旧金山。仲裁语言为英语。双方同意，除 ICC 规则以外，仲裁还应根据《国际律师协会国际仲裁取证规则》进行。

双方对任何仲裁、作出的所有仲裁裁决、在仲裁相关程序中编制的所有材料以及另一方在程序中提交的所有其他文件进行保密，不得将其公开，但为了保护或主张合法权利、向法院或其他司法机关申请执行裁决或提出异议、法律对披露方有强制性的披露规定的情况除外。

仲裁的直接费用，包括仲裁员的费用和开支，原则上应由双方共同承担并平摊，但须遵守 ICC 规则。法庭记录员的费用以及庭审笔录的费用 (如有) 应由请求此服务的一方承担；但如果该需求由仲裁员提出，则该等费用由双方共同承担并平摊。双方应各自承担其费用和律师费，仲裁员无权裁定由一方负担另一方的费用或律师费。

本协议及因本协议引起或与之相关的任何争议，均应受纽约州法律管辖，不考虑其法律冲突原则；但本仲裁条款及依据本条款进行的任何仲裁应受《联邦仲裁法》第 1 章和第 2 章管辖。《国际货物销售合同公约》不适用于本协议。

本协议中的任何内容均不妨碍任何一方向任何有管辖权的法院寻求临时措施，且任何此类请求也不得视为与仲裁协议不相容，也不构成对仲裁权利的放弃。双方特此放弃就获得任何临时补救措施而提供担保的任何要求。

20. 合规性

除非获得美国法律、你访问 Apple 商务或使用 Apple 商务服务所在司法管辖区的法律，或任何其他适用法律的授权，否则你不得使用、出口、再出口、进口、销售或转让 Apple 商务服务或其任何部分。特别是(但不以此为限)，你同意不得在美国实施禁运的国家/地区境内使用、或向该等国家/地区出口、再出口 Apple 商务服务，也不得将该服务提供给在美国财政部的《特别指定国民名单》、美国商务部的被禁人员名单或实体名单，其他受限制方名单上的任何个人或实体使用。

21. 第三方资料

Apple 商务服务的部分内容可能会显示、包含、使用或提供来自第三方的信息、软件、材料或服务，或提供指向某些第三方网站的链接（“**第三方材料**”）。第三方材料的确认、许可条款和免责声明均包含在 Apple 商务服务或其相关部分的电子文档中，你对第三方材料的使用将受其各自条款的约束。

Apple 未陈述 Apple 商务服务或第三方材料在任何特定地点适用、准确或可用。如果你选择使用或访问第三方材料，即表明你的相关行为由你自担风险，且你有责任遵守任何适用法律、法规、条款和其他要求。对任何第三方材料，或者第三方的任何其他材料、产品或服务，Apple 不作任何保证或认可，也不对你或

任何其他人负有和承担任何相关责任。Apple 商务服务和第三方材料可能并非以所有语言或在所有国家或地区提供。

22. 其他协议

你与 Apple 之间的任何其他有效协议，如果未将本协议纳入其中，或未通过引用方式纳入本协议或此类其他协议（“**其他协议**”），则独立于本协议。除非本协议或其他协议中另行书面规定，否则本协议在任何情况下均不会被视为其他协议的条款，反之亦然。违反本协议不构成对其他协议的违反，反之亦然。你确认并同意，履行你在本协议项下的义务不以 Apple 就有关 Apple 商务服务订立任何进一步的协议或提供任何额外的陈述或保证为前提条件。

23. 适用语言

本协议以美国英语版应为双方之间的原始版本、准据文书及约定。如果 Apple 提供本协议的其他语言版本或其他英语版本，则在与任何其他语言翻译或其他英文版本发生任何冲突时，应以美国英语版为准（在不违反适用法律强制性规定的前提下），除非此类其他版本另有明确规定。如果你是法国或加拿大魁北克省的政府机构、部门、机构或组织，则适用以下条款：双方特此确认，已要求以英语起草本协议及所有相关文档。Les Parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais。

24. 主权豁免

在任何司法管辖区，如果就你在本协议项下的义务而言，你自己或你的资产有权享有豁免权（无论是国家豁免、主权豁免还是其他形式的豁免），以免受法律文书送达、管辖、诉讼、判决、执行、扣押（无论是判决前扣押、辅助执行的扣押或其他形式）或相关法律程序的约束，或者在任何此类司法管辖区内，此类豁免权（无论你是否主张）可能归属于你或你的资产，则你在此不可撤销地同意不主张并放弃该等豁免权。放弃程度以该司法管辖区法律允许的最大范围为限，其目的（除其他外）在于使该等豁免之放弃具有不可撤销的效力。

25. 其他条款

本协议构成你与 Apple 之间的完整协议，并规范你对 Apple 商务服务的访问和使用，取代你与 Apple 之间此前订立的所有协议，但第 22 条“其他协议”中另有规定的除外。Apple 可以不限制或不经通知的情况下，将其在本协议项下的权利和义务全部或部分转让。未经 Apple 事先书面批准，你不得以任何方式转让本协议（或你在本协议下的义务），包括但不限于通过法律规定、合并或其他方式；任何未经事先书面批准而试图转让本协议的行为均属无效。如果本协议的任何部分被认定为无效或不可执行，该部分应以符合适用法律的事项解释，以尽可能反映双方的原始意图，其余部分将仍应保持完全效力。Apple 未行使本协议项下的任何权利或条款，不构成对该等权利或条款的放弃，也不构成对本协议中任何其他权利或条款的放弃。任何规定合同语言做出不利于起草方解释的法律都不适用于本协议。Apple 不对因其无法控制的原因而未能履行任何义务承担责任。条款标题仅为阅读方便而设，在解释本协议时不予考虑。本协议并非为任何第三方的利益而订立。连词“或”应理解为具有包含性意义 (和/或)。你和 Apple 均全面拒绝任何附于订

单、确认函、组织内容或组织信息提交文件或其他文件中的你的点击生效协议或其他标准条款和条件，此类条款对 Apple 均不适用，且 Apple 对其明确表示全面拒绝承担责任。

附表 A

(服务条款之)

Apple 商务服务指南

Apple 保留自行解释本指南并自行决定采取 (或不采取) 行动的权利。在不影响 Apple 可能享有的任何其他补救措施的前提下，如果 Apple (自行决定) 认定你 (包括任何代表) 违反了本指南，Apple 可永久或临时删除或禁止对不可接受的组织内容的访问，或终止或暂停你对 Apple 商务服务的访问和使用，且无需提前通知或承担任何责任。你同意与 Apple 合作，调查并纠正任何违规行为。

禁止以下行为：

1. 破坏。

A. 破坏 Apple 系统的安全或运行，包括但不限于探测、扫描或测试托管 Apple 商务服务的任何系统或网络的漏洞。本项禁止不适用于 Apple 明确允许的安全评估。

B. 篡改、逆向工程或破解 Apple 商务服务，规避任何安全措施或身份验证措施，或试图未经授权访问 Apple 商务服务、相关系统、网络或数据。

C. 修改、禁用或损害 Apple 商务服务或相关系统、网络或数据的完整性或性能。

D. 破译发往或来自运行 Apple 商务服务的服务器的传输。

E. 通过对 Apple 系统施加不合理的巨大负载，从而消耗大量资源 (CPU、内存、磁盘空间、带宽等)，使 Apple 基础设施不堪重负或试图达到此目的，例如：

i. 使用“机器人程序”、“爬虫程序”、“离线阅读器”或其他自动化系统，向 Apple 服务器发送比人使用普通浏览器在相同时间段内所能合理发送的更多的请求信息；

ii. 远远超出文档中描述的任何 Apple 商务服务的使用参数；或

iii. 以与 Apple 商务服务的设计目的无关的方式，过度消耗存储空间用于存储音乐、视频或其他内容。

2. 不法活动。

A. 虚假陈述你的身份或掩盖任何组织内容的来源 (包括通过“假冒”、“网络钓鱼”、操纵标头或其他标识符、冒充他人，或虚假暗示与 Apple 或任何第三方存在任何赞助关系或关联)。

B. 利用 Apple 商务服务侵犯他人隐私，包括在未经他人明确许可的情况下，发布或张贴他人的私人和机密信息；通过 Apple 商务服务收集或获取他人的个人信息 (包括账户名称或信息)；推断他人的特征或个人信息 (包括敏感信息)，或以任何方式分析或使用 Apple 商务服务以试图推断任何个人或设备的身份，或试图将通过 Apple 商务服务提供的数据与任何个人或设备进行关联。

C. 利用 Apple 商务服务跟踪、追踪或监视他人，或者骚扰、欺凌、恐吓他人，或发布针对他人的直接、具体的威胁或暴力行为 (包括恐怖主义)。

D. 将 Apple 商务服务用于任何非法目的 (包括但不限于开发、设计、制造或生产核武器、导弹或生化武器)，或违反任何法律 (包括但不限于数据隐私法和出口管制法)。

E. 通过 Apple 商务服务或 API 之外的任何方式访问或搜索 Apple 商务服务的任何部分。

F. 使用元标签或任何其他“隐藏文本”，包括 Apple 或 Apple 供应商的产品名称或商标。

G. 将 Apple 商务服务用于提供有关灾难情境或任何直接关系到健康与安全的其他情况的警报，包括但不限于恐怖主义行为、自然灾害或应急响应。

H. 使用 Apple 商务服务从事、推广或促成可能导致个人或群体遭受歧视、不公平或有害对待的做法或行为，尤其是基于敏感或受保护的属性或特征的此类做法或行为。

I. 移除、遮盖或修改任何可能出现在 Apple 商务服务中或通过其提供的版权声明、商标或任何其他专有权利或法律声明、文件或超链接。

J. 拷贝、修改 Apple 商务服务的任何部分或创建其衍生作品；使用 Apple 商务服务创建或增强竞争性服务或产品；或以任何未经授权的方式访问或使用 Apple 商务服务，试图对 Apple 商务服务的任何部分进行预取、缓存、索引、提取、抓取或再利用，包括但不限于未经授权的大量内容或数据下载，或基于通过 Apple 商务服务提供的内容或数据创建任何数据库。

K. 未经 Apple 明确许可，向任何第三方出售、租赁或出租 Apple 商务服务 (或其任何部分) 的访问权限。

3. 不当通信。

A. 使用 Apple 商务服务生成或发送连锁信、垃圾邮件、任何批量信息，或任何其他形式的不受欢迎的通信，这些通信不符合适用的反垃圾邮件法律，包括但不限于未经请求的广告、促销材料或信息公告。

B. 传播任何计算机病毒、蠕虫、木马程序或其他恶意软件。

C. 未经 Apple 明确许可，出于商业目的招揽 Apple 用户。

D. 诋毁 Apple 或我们的合作伙伴、供应商或关联公司。

E. 未经适当授权，推广或宣传非你自有的产品或服务。

4. 不当内容。

A. 发布、上传、分享、提交，或使用 Apple 商务服务来生成、促进、推广或以其他方式提供以下组织内容：

i. 违反或侵犯 Apple 或第三方的知识产权或其他权利，包括任何版权、商标、专利、商业秘密、著作人身权、隐私权、公开权、或任何其他知识产权、专有权或合同权利，或 Apple 收到涉嫌违反或侵权的通知的情况；

ii. 你无权向 Apple 提供的组织内容；

iii. 包含用户生成内容 (例如，评分和评论)，且你与此类内容的创建者之间不存在直接关系，除非你已获得所有必要权限和同意，可以使用并向 Apple 提交此类内容；

iv. 包含属于他人的个人、私人或机密信息；

v. 向他人索取个人、私人或机密信息，包括向未满 13 岁 (或你所在司法管辖区的成年年龄) 的儿童索取；

vi. 为换取评分或评论而提供任何形式的补偿或奖励；

vii. 虚假、误导、欺骗、操纵、欺诈、非法、淫秽、粗俗、诽谤、诋毁、威胁、辱骂、有害、露骨色情 (包括儿童性虐待或剥削材料，Apple 将删除并向执法部门举报此类材料)、不雅、骚扰、贬损或仇恨内容；

viii. 冒充其他个人、组织或实体、或虚假陈述你与其他个人、组织或实体的关联关系；

ix. 描述或鼓动严重伤害或任何形式的暴力、非法、恐怖主义、侵权、欺诈、恶意或危险行为；

x. 旨在煽动情绪；

xi. 基于他人的种族、族裔、国籍、宗教、性别、性取向、残疾、疾病或其他类似身份对其进行攻击或歧视；

xii. 包含恶意软件、间谍软件、病毒、木马程序、僵尸程序、蠕虫程序、时间炸弹、勒索软件、脚本漏洞利用程序或其他类似有害或具有破坏性的编程程序；

xiii. 可能会对 Apple、其服务、其用户或任何第三方造成伤害、损害、死亡或实质性伤害风险；或

xiv. 此前曾因违反本指南而被移除。

5. 禁止用途。

A. 你不得将任何 Apple 商务服务用于以下用途：

i. 寻求或提供通常应由具备资格或持有执照的专业人士提供的建议，包括法律、医疗、健康、财务或任何其他类型的专业建议；

ii. 做出具有法律或类似重大影响的自动化决策，包括在任何可能影响个人权利、安全、健康或福祉的领域(例如金融、信贷、保险、就业、住房、教育、基本服务、法律或执法、移民、关键基础设施管理、司法程序或社会评分等领域)。

iii. 从事被适用于你的使用行为及你生成的任何输出内容的司法管辖区法律归类为禁止或高风险用途的活动，包括但不限于：(1) 在工作场所和教育环境中推断个人的情绪，(2) 利用个人生物特征数据对个人进行分类，以推断或推测其敏感属性 (例如种族或政治观点)，或 (3) 基于个人的社会行为或个人特征对其进行评估或分类，从而导致有害或不利对待；

iv. 参与政治竞选或游说活动，包括制作竞选材料以影响政治进程，或干扰他人参与选举、民主或公民进程；或

v. 误导个人，使其相信他们正在与人类交流 (实际并非如此)，或声称任何通过人工智能生成的组织内容是由人类生成的。

B. 使用 Apple 商务服务从事以下行为均违反本指南：

i. 试图绕过或规避旨在保护 Apple 商务服务的技术或安全措施，包括，例如使用提示注入和越狱等技术，或故意引导 Apple 商务服务以违反本指南的方式行事；

ii. 在未经他人同意、授权或不具备法律权利的情况下，刻画或冒充任何其他个人或组织；或

iii.参与、生成或推广虚假信息、误导性信息、虚假在线互动 (如虚假评论)、剽窃或学术不端行为。

附件 1

(服务条款之)

品牌服务附加条款

本品牌服务附加条款中规定的条款，在你使用品牌服务 (如品牌邮件、品牌资料) 以及在 Apple 地图上添加或认领一个或多个位置（“**地点**”）时适用。当你添加或认领一个地点时，可为该地点提供数据、信息或内容，例如地址、电话号码、营业时间、网站、社交媒体页面、照片、评分、评论、图片和操作 (统称为“**位置数据**”)。为避免疑义，你提供的任何位置数据均构成本协议下的组织内容。

A. 网站内容

如果你通过 Apple 商务服务向 Apple 提交、提供或以其他方式使 Apple 能够访问任何域名或网站，包括作为组织信息的一部分（“**组织网站**”），你特此授予 Apple 许可，允许其出于本协议所述之目的，提取、拷贝、传输或缓存来自组织网站的公开可用信息和内容（“**网站内容**”）。Apple 可能会使用网站内容来推荐你可能保存或批准的文本和内容（“**经批准的网站内容**”）。为明确起见，网站内容和经批准的网站内容共同构成本协议项下的组织内容。

B. 授予 APPLE 的许可

你特此授予 Apple 非独占、已付讫、免版税、不可撤销、永久、可再许可、全球范围的权利和许可，允许其以目前已知或今后发现的任何媒介形式，全部或部分地使用、展示、执行、修改、改编、汇编、复制、拷贝、分发 (直接或间接)、传输组织内容，基于组织内容创作衍生作品以及以其他方式利用组织内容 (或 Apple 基于该内容的衍生作品)、以及以其他方式，以现在已知或未来发明的任何媒介形式利用全部或部分组织内容，以便 Apple (除其他事项外) 能够运营、提供、改进和推广 Apple 商务服务，履行和行使本协议项下的权利，并支持 Apple 产品用户搜索、发现和与企业互动。作为提供 Apple 商务服务的一部分，Apple 可允许第三方开发者通过 Apple 产品访问组织内容，以便与第三方开发者的应用程序和网站结合使用。Apple 有权但无义务行使本协议项下授予的任何或全部权利和许可。

C. 所有权

Apple 应拥有并保留与 Apple 使用组织内容相关或在此过程中开发或创建的设计、创意、图纸、笔记、报告、文档、硬件、软件、原型、算法、模型、流程、专有技术、商业秘密、产品、服务、数据、材料或任何其他有形或无形项目的所有权利、所有权和权益。为明确起见，Apple 无义务向组织披露任何衍生作品。

D. API 的使用

通过 API 提供的位置数据必须符合《Apple 地图商家信息集成规范文档》，该文档可在 https://business.apple.com/docs/api/v1/introduction 获取。

E. 数据验证

你确认并同意，你对品牌服务的使用可能需要 Apple 使用你提供的位置数据 (例如电话号码)，通过人工或自动方式与你联系，以进行验证或实现其他与提供 Apple 商务服务相关的目的。

F. 代理机构

如果组织内容包含不归你所有或不由你控制的地点的位置信息，那么你在 Apple 商务注册组织时必须选择“**代理机构**”选项。

G. 委托

你可以委托一家或多家代理机构（“**受托方**”）代表你访问和使用 Apple 商务服务。在你与 Apple 之间，你应对以下事项承担责任：(a) 你 (以及任何代表或受托方) 向 Apple 提供或以其他方式使其可获取的任何数据或内容；(b) 代表或受托方的任何行为或疏忽，包括在与组织相关的所有账户和密钥所发生或通过这些账户或密钥发生的活动；以及 (c) 代表或受托方违反本协议条款的任何行为。就本协议而言，受托方应被视为代表。

H. 个人数据

你不得向 Apple 提供任何包含个人数据的位置数据，但作为中小企业（“**SMB**”）的自然人的个人数据除外；前提是，如果 Apple 根据本协议无意中向你共享任何个人数据，你应立即将其删除，并遵守你收到的来自个人的任何删除请求。

除了你在协议下的赔偿义务之外，如果你未履行自己在本协议项下的义务，或未遵守任何与个人数据相关的适用法律，或你的行为超出或违反了 Apple 的合法指示，因而导致任何个人因你处理个人数据而遭受损害，你应承担相应责任。

I. 陈述和保证

除第 8 条“陈述和保证”中规定的陈述和保证外，你还陈述、保证并承诺：

i. 你是位置数据的唯一所有者，并且你拥有充分的权力向 Apple 授予本协议中授予的权利；或者，你已从位置数据的所有者处取得处获得所有必要的权利、许可、批准和/或同意，以授予本协议中授予 Apple 的权利；

ii. 位置数据不得包含任何受 GPL (GNU 通用公共许可证)、LGPL (较宽松 GNU 通用公共许可证)、ODbL (开放数据库许可证) 或任何其他许可证约束的数据、代码或其他材料，该等许可证：(1) 会迫使 Apple 分发或披露与位置数据结合使用的任何数据或软件，或允许第三方对与位置数据结合使用的数据或软件的任何部分进行逆向工程或替换；(2) 会要求 Apple 向任何一方授予专利权许可；或 (3) 会对 Apple 施加本协议未明确规定的任何其他义务或限制。

iii. 你将 (1) 遵守，并确保你的代表和受托方遵守第 I 条“个人数据”以及所有适用法律 (包括但不限于与个人数据相关的法律)；并且 (2) 确保你拥合法的法律依据，可根据本协议条款 (包括但不

限于上述第 C 条“授予 Apple 的许可”）处理、披露和以其他方式允许 Apple 使用与中小企业相关的个人数据。

iv. 如果你提供来自印度境内的位置信息数据，则你须根据印度科学技术部 (DST) 2021 年 2 月 15 日签发的 F.No.SM/25/02/2020 (Part-I) 号函件所规定的《关于获取和制作地理空间数据及地理空间数据服务 (包括地图) 的指南》（“**地理空间指南**”）获得相关认证，并且你在其他方面均符合地理空间指南，而且所有来自印度境内的位置数据均也符合该指南；

v. 你无需在加利福尼亚州、佛蒙特州、得克萨斯州，或任何其他要求与消费者没有直接互动但收集、许可或销售消费者数据的企业在当地进行注册的司法管辖区注册为数据经纪人。

J. 出口管制

你同意不会以下列方式出口、再出口、转售或转让任何商品、技术数据或软件：(i) 违反美国或任何其他相关国家政府机构施加的此类限制；(ii) 向任何在出口时需要出口许可证或其他政府批准的国家出口，且未事先获得所有必要的许可证或批准；(i) 向美国、欧盟或任何其他有管辖权的相关国家政府机构实施贸易禁运的任何国家/地区、该国家/地区的国民或居民出口；或 (iv) 向被美国政府或其他具有管辖权的相关外国政府机构指定为制裁对象的任何个人或公司出口 (制裁对象名单示例：联合国制裁名单、美国拒绝往来名单、美国外国资产管理办公室特别指定国民名单、英国制裁名单、欧盟制裁名单)，且未获得相应的政府授权。此外，你同意不得向 Apple 提供来自制裁对象、受制裁地区或禁运国家的任何组织内容。

K. 终止的效力

本品牌服务附加条款将在本协议到期或终止后继续有效。为明确起见，本协议授予 Apple 的许可将在本协议到期或终止后继续有效。终止或到期不会免除你或 Apple 因违反本协议而产生的任何责任。任何一方均不因根据本协议条款终止本协议而导致的任何损害而向另一方承担责任；且本协议的终止不影响任何一方的任何其他权利或补救措施。为避免疑义，Apple 无需删除、回滚或重新训练使用组织内容开发的任何模型。

附件 2

(服务条款之)

管理式服务附加条款

根据你注册地所在的国家或地区可用情况，本管理式服务附加条款中规定的条款适用于：(i) 将你的授权设备注册到 Apple 商务；(ii) 在组织内使用作为 Apple 商务一部分的设备管理功能或其他移动设备管理（“**MDM**”）解决方案；(iii) 为授权用户和/或授权设备获取和分发批量内容；(iv) 为你的授权用户创建、分发和管理管理式 Apple 账户；(v) Apple 代表组织传输、存储和维护与管理式服务相关的数据；(vi) 访问 Apple 的便利工具，如 iCloud 存储、员工目录和电子邮件；(vii) 你的授权用户访问相关服务的订阅，如额外的 iCloud 储存空间和 AppleCare+ 商务版；以及 (viii) 为你的授权用户启用管理式服务的其他特性和功能 (统称为“**管理式服务**”)。

1. 定义。

本协议和本管理式服务附加条款中均有定义的术语，应具有本条款规定的含义，且本管理式服务附加条款具有优先效力：

“**管理员**”指出于以下账户管理目的而添加到 Apple 商务服务的员工、合同员工或服务提供商：管理服务器、上传 MDM 配置设置、将设备添加到你的账户、购买订阅和批量内容，以及执行其他相关服务。

“**Apple**”指以下实体：(a) **Apple Inc.**，地址为 One Apple Park Way, Cupertino, California 95014, U.S.A.，适用于注册地位于美国 (包括波多黎各) 的组织；(b) **Apple Canada Inc.**，地址为 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada，适用于注册地位于加拿大或其领土和领地的组织；(c) **Apple Services LATAM LLC**, 地址为 2811 Ponce de Leon Boulevard, Floor 12, Coral Gables, Florida，适用于注册地位于墨西哥、中美洲或南美洲或任何加勒比国家/地区或领土 (波多黎各除外) 的组织；(d) **iTunes K.K.**，地址为 Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Japan，适用于注册地位于日本的组织；(e) **Apple Pty Limited**，地址为 20 Martin Place, Sydney NSW 2000, Australia，适用于注册地位于澳大利亚和新西兰、其任何领土及附属司法管辖区的组织；(f) **Apple Services Pte. Ltd.**，地址为 7 Ang Mo Kio Street 64, Singapore 569086，适用于注册地位于韩国的组织；以及 (g) **Apple Distribution International Ltd.**，地址为 Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland，适用于提供管理式服务，但注册地位于上文未列出的所有其他国家/地区或领土的组织。

“**Apple 服务**”是指根据本协议向你的授权用户提供的 App Store、Apple Books、Apple Store 在线商店、AppleCare、iCloud 以及其他 Apple 服务。

“**Apple 软件**”是指 iOS、iPadOS、macOS、Apple tvOS、visionOS 和 watchOS 操作系统软件，或是此类软件随后推出的任何版本。

“**授权设备**”是指由你拥有或控制、仅供授权用户或获准用户使用，且符合在管理式服务中使用的资格的 Apple 品牌设备。为避免疑义，除非 Apple 另行书面同意，否则由个人拥有的设备 (例如“BYOD”设备) 不得作为管理式服务的一部分注册到受监督的设备管理中 (例如配置了设备注册设置)，而且并非所有设备都有资格添加到管理式服务中。

“**授权用户**”是指 (i) 组织和/或 (ii) 组织的直接或间接全资子公司 (如适用) 的员工、合同员工或服务提供商。如果你是医院，“授权用户”还包括取得执业资格的医生、转荐医生和临床医生。为明确起见：(i) 根据本定义规定，并非员工、合同员工或服务提供商的代表均不被视为授权用户；(ii) 你可以请求将其他类似用户列入“授权用户”范围，而 Apple 有权决定是否批准，但未经 Apple 事先书面同意，任何其他方均不得被纳入本定义。你陈述并保证所有授权用户均已达到你所在司法管辖区的法定成年年龄。

“**合同员工**”指代表某个实体以非计件工资形式执行工作或提供服务的个人，且此类人员拥有该实体的私有信息技术系统 (例如 VPN) 和/或受保护的物理场所 (例如凭工牌进入公司设施) 的内部使用访问权限。

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

“**最终用户许可协议 (EULA)**”是指 Apple 软件的软件许可协议条款和条件。

“**管理式 Apple 账户**”是指你通过使用管理式服务创建和部署的用户账户 (包括但不限于存储、日历、备忘录和联系人)。

“**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管理式服务通信的电脑。

“**获准实体**”是指：(a) 对于车辆制造商，获准实体是指你的授权车辆经销商和认证服务合作伙伴；(b) 对于酒店控股公司，获准实体是指以你的名称、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) 对于以“受限 App 模式”在授权设备上部署 app 的服务提供商 (例如，在 iPad 上部署其基于 app 的支付系统的销售点提供商)，获准实体是指你的在授权设备上以“受限 App 模式”使用此类 app 的客户。此外，任何此类 app 都必须根据《Apple Developer Program 许可协议》的条款进行开发和分发 (例如，自定 App 的分发)。为明确起见，你可以请求与上述第 (a) 款和第 (b) 款中所指明的实体类似的其他实体加入，且 Apple 有权决定是否予以批准；但是，未经 Apple 事先书面同意，任何其他实体均不得纳入此定义。

“**获准用户**”是指你的获准实体的员工和合同员工。

“**个人数据**”是指在本协议下受组织控制的、可被合理用于识别个人身份的数据。

“**受限 App 模式**”是指 Apple 品牌设备通过管理式服务受到监督和配置，例如 (a) 设备在激活后自动启动并锁定到单个应用程序，并且无法访问其他操作系统功能；或 (b) 最终用户无法对设备进行个性化设置 (例如，设备设置禁止使用个人凭证配置邮件 app，无法使用个人 Apple 账户从 App Store 获取批量内容等)。

“**服务提供商**”是指根据本协议代表你提供服务的第三方。

“**服务器令牌**”是指你的公钥、Apple 账户和 Apple 提供的令牌的组合，你的 MDM 服务器可通过它注册到管理式服务。

“**次级处理方**”是指代表 Apple 执行某些任务的第三方，例如在 Apple 提供管理式服务时处理或存储数据以及提供客户服务。

“**批量内容**”是指可根据本协议所附的“批量内容服务附录”作为管理式服务的一部分被许可或获取的 app、图书以及任何其他材料或信息。

2. 管理式服务的使用

2.1 一般规定。作为使用管理式服务的条件，组织确认并同意：

A. 组织单独负责确保其对管理式服务的使用符合所有适用的法律法规，并仅限于本协议和文档明确允许的目的和方式。此责任包括但不限于在使用管理式服务时存储数据的所有适用法律和法规；

B. 组织不得将任何管理式服务用于任何违法、不当、不适当或非法的活动；

C. 组织可以使用管理式服务来管理授权设备，但只能供授权用户和获准用户使用，而不得用于第三方常规部署 (除非本文中另有明确许可)；对于此类用户对授权设备的所有使用，组织将承担相应责任，包括但不限于获取同意并为用户提供关于此类设备的管理式功能的相应信息；

D. 对于其获准实体 (以及获准实体的任何获准用户) 对管理式服务的所有使用，组织将承担相应责任，其获准实体的任何行为都将被视为组织的行为，且组织 (连带其获准实体) 应对 Apple 承担所有此类行为的责任。

E. 在按照本协议允许的条款部署其授权设备之前，组织将从其授权用户和获准用户那里获得所有必要的授权和同意。

F. 组织有权通过管理式服务购买和管理允许的批量内容，并将遵守所有适用的批量内容使用条款；

G. 在必要情况下，组织将从其授权用户那里获取所有必要权利和同意，以创建管理式 Apple 账户并允许 Apple 为管理式 Apple 账户提供管理式服务 (包括处理个人数据)；

H. 组织可将管理员添加到管理式服务，但前提条件是此类个人是组织的员工或合同员工，或是代表组织行事的服务提供商，且组织只能出于账户管理目的添加此类各方；

I. 组织不会转售任何已启用设备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第三方之前从管理式服务中删除此类设备；以及

J. 组织只能出于自己 (及其获准实体) 内部业务运营和信息技术目的使用管理式服务，且不得向第三方 (“获准实体”定义中第 (c) 款中所涵盖的获准实体除外) 提供集成或利用管理式服务所提供

的服务或信息、或以任何方式使用管理式服务的设备或服务，除非 Apple 另行书面同意。

2.2　无其他准许用途。组织同意不会以任何未经本协议授权的方式利用管理式服务，包括但不限于越权访问、过度占用网络带宽或上传恶意代码。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，否则组织不得向任何第三方许可、出售、共享、出租、租赁、转让、分发、托管、允许分时使用或免费使用管理式服务 (或其中的任何部分)，或者以其他方式向任何第三方提供管理式服务 (或其中的任何组成部分)。组织同意不使用管理式服务上传、下载、发布、通过电子邮件发送、传输、储存或以其他方式提供：(i) 任何非法、骚扰、威胁、有害、诽谤、淫秽、侵犯他人隐私、仇恨、冒犯特定种族或民族或者其他令人反感的任何内容；(ii) 任何侵犯任何版权或其他知识产权、或者侵犯任何商业机密、合同或其他专有权利的内容；(iii) 任何未经请求或未经授权的电子邮件、广告、宣传材料、垃圾邮件或连环信件；以及/或者 (iv) 任何包含病毒或者任何旨在危害、干扰或限制管理式服务或者任何其他电脑软件或硬件正常运行的计算机代码、文件或程序的内容或材料。组织进一步同意不会利用管理式服务来跟踪、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；如果任何账户可能被合理地认定或怀疑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账户的权利。机构不会干预管理式服务，也不会干预管理式服务、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，并且不允许他人这样做。Apple 保留所有本协议中未明确授予的权利，并且未以暗示、禁止反言或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。组织同意仅将服务器令牌用于将组织的 MDM 服务器注册到管理式服务和上传设备注册设置，这些设置将在授权用户和获准用户初次激活授权设备时发送到这些设备上。组织同意不将其服务器令牌提供或转让给任何其他实体或与任何其他实体共享，但其服务提供商除外。组织同意采取适当措施来保护此类服务器令牌的安全和隐私，并在服务器令牌遭到泄露或组织有理由认为其已遭到泄露时将其撤销。如果 Apple 有理由相信 (i) 服务器令牌的安全性和隐私性已收到损害，或 (ii) 发生了违反本协议的行为，Apple 保留随时自行决定撤销或禁用服务器令牌的权利。此外，组织理解并同意，重新生成服务器令牌将影响组织对管理式服务的使用，直到新的服务器令牌添加至 MDM 服务器为止。

2.4　管理式 Apple 账户。你可以为你的授权用户创建管理式 Apple 账户，以便根据本协议将其作为管理式服务的一部分进行访问和使用。根据你所在国家或地区的提供情况，你负责决定为你的授权用户启用管理式服务的哪些功能和特性，并负责管理式 Apple 账户的创建、使用和管理。

要创建供授权用户使用的管理式 Apple 账户，需要提供以下信息，其中可能包括个人数据：姓名、拟任角色、密码、电子邮件地址 (用于联系目的) 和电话号码。为保护授权用户账户的安全并让你能够轻松地在线重设授权用户的密码，你应当保持这些信息的机密性。你同意仅出于你自己的内部业务或信息技术目的，并且仅面向你的授权用户部署管理式 Apple 账户。你同意不会通过共享、销售、转售、租借、租赁、借出或其他方式向授权用户以外的任何人提供对管理式 Apple 账户的访问权限。你可以从你的账户中禁用、暂停或删除管理式 Apple 账户 (例如，如果授权用户离开组织)。Apple 有权限制可以为你的授权用户创建的管理式 Apple 账户数量以及与某个账户关联的授权设备数量。你为授权用户启用管理式服务的某些特性和功能 (如目录) 时，可能需要包括个人数据在内的其他信息。

如果你为你的授权用户提供其他可登录使用的 Apple 服务，或允许你的管理员或授权用户为你的组织注册其他 Apple 服务，则你同意允许 Apple 服务访问并显示有关你组织的信息以及与管理员或授权用户的管理式 Apple 账户相关的个人数据，以用于注册和联系目的。你还同意允许 Apple 服务将数据存储在与这些授权用户的管理式 Apple 账户关联的账户中，并允许 Apple 根据适用法律，收集、存储和处理与你和/或你的授权用户使用 Apple 服务相关的此类数据。如果你的注册地位于中国大陆，你理解支持使用 Apple 服务的相关 iCloud 功能由云上艾珀 (贵州) 技术有限公司 (云上贵州) 提供。使用这些功能时，你应遵守 iCloud (由云上贵州经营) 的适用条款和条件 (https://www.apple.com/legal/internet-services/icloud/en/gcbd-terms.html)。对于每个管理式 Apple 账户，你有责任确保你和你的授权用户遵守所有适用于你允许授权用户访问的 Apple 服务的法律。如果你的管理员、经理或员工访问某些 Apple 服务，则 Apple 可能会与你的授权用户就其对 Apple 服务的使用进行沟通。

2.5 获准实体和获准用户。在遵守本协议条款的前提下，获准实体和获准用户可以访问你账户下的管理式服务，不包括使用和部署管理式 Apple 账户 (除非另外获得 Apple 的事先书面批准)。你应负责确保获准实体和获准用户遵守本协议中的条款，并且应就你的获准实体和获准用户违反本协议的行为直接对 Apple 负责。如果你 (或代表你行事的服务提供商) 将获准实体拥有的 Apple 品牌设备添加到管理式服务中，则你向 Apple 陈述并保证获准实体已授权你添加此类设备，你有权控制此类设备，并且有权代表获准实体 (及其获准用户，如适用) 接受最终用户许可协议。Apple 保留以下权利：对组织可能允许其获准实体 (或获准用户) 访问或使用的管理式服务特性或功能设置限制，以及随时单方面要求你从你的账户中移除任何获准实体或获准用户。

2.6 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 Apple 商务上的管理式服务，而且此等访问和使用符合本协议、受你与该服务提供商之间签订的书面协议约束，而且该书面协议的条款应至少应与本协议中的条款同样严格，且对 Apple 具有同等保护效力。任何此类服务提供商就管理式服务采取的和/或因本协议而产生的任何行动，均视为你采取的行动，并且你 (和服务提供商) 应就所有此类行动 (或任何不作为) 对 Apple 责任。如果服务提供商的任何行动或不作为会构成对本协议的违反，或以其他方式造成任何损害，Apple 保留要求你停止使用此类服务提供商的权利。

2.7 Apple 软件最终用户许可协议。作为管理式服务的一部分，组织可以选择让授权用户和获准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。只要组织同意以下要求，即可使用管理服务的这项功能：

A. 组织的授权代表必须在 Apple 商务门户网站上接受 Apple 软件的最终用户许可协议，然后才能向授权用户和获准用户部署运行此类 Apple 软件的授权设备；

B. 如果 Apple 软件的最终用户许可协议发生变化，组织同意在接到 Apple 通知后立即让其授权代表返回 Apple 商务门户网站并接受此类最终用户许可协议，以继续使用管理式服务。组织确认，在接受此类最终用户许可协议之前，组织将无法使用管理式服务，包括额外的相关授权设备及其 MDM 服务器；

C. 组织有责任确保将此类最终用户许可协议提供给授权用户和获准用户，并且每位授权用户和获准用户均知悉并遵守 Apple 软件最终用户许可协议的条款和条件；并且

D. 组织同意负责就授权用户和获准用户对 Apple 软件的使用获取任何必要的同意。

为避免疑义，本协议中的任何内容均不会取代 Apple 软件的最终用户许可协议。

2.8 购买批量内容。通过 Apple 商务中的批量内容服务购买、许可和分发应用程序和图书的权限，严格限于注册地位于批量内容服务当前可用的国家或地区的组织，或在此类国家或地区境内拥有可核实业务的组织。你可以在 https://support.apple.com/102867 查看已提供该服务的国家和地区列表。严禁在提供该服务的国家或地区之外使用批量内容服务，或者虚报你所在国家或地区以访问批量内容服务。

批量内容服务默认不启用，仅由组织自行决定激活。你可以选择通过授予管理员购买权限，并允许他们在管理式服务上访问批量内容，从而使管理员能够访问批量内容。你选择通过批量内容服务进行的购买将受本协议所附的批量内容服务附录及本协议限制的约束。

3. 其他义务

组织陈述并保证：

A. 组织将监督其代表、管理员、服务提供商、授权用户、获准用户和获准实体对管理式服务的使用及其对本协议条款的遵守情况，并对此承担责任。

B. 组织将对其自身、其代表、管理员、服务提供商、授权用户、获准用户、获准实体和授权设备在管理式服务过程中产生的所有成本、费用、损失、责任以及开展的所有活动承担全部责任；

C. 组织应单独承担全部责任，确保在使用管理式服务以及通过管理式服务使用或收集数据 (包括个人数据) 和信息时，遵循所有隐私法和数据保护法律 (例如欧洲议会和理事会于 2016 年 4 月 27 日颁布的、关于在个人数据处理方面保护自然人以及关于此类数据自由流通的 (EU) 2016/679 条例，并废止了 95/46/EC 指令 (以下简称“通用数据保护条例”))；

D. 组织对其与个人数据有关的活动承担责任 (例如：确保个人数据的安全，监控和限制对个人数据的访问，阻止和解决不当活动，等等)；并且

E. 组织将遵守本协议的条款，并履行组织在本协议项下的义务。

4. 数据处理；隐私与安全

4.1 个人数据使用和披露。作为就管理式服务代表你的数据处理方，Apple 可能会接收或访问由你或代表你提供的个人数据。签订本协议即表示，你指示 Apple 根据适用法律处理并使用此个人数据，以提供和维护管理式服务。Apple 仅会根据你发出的书面指示处理个人数据，此类指令包括你通过使用管理式服务提供的指示 (例如，通过管理式服务作出的指示)，以及由你发出并经 Apple 书面接受和确认的任何其他书面指示。除非法律另有要求，否则 Apple 不得以其他方式处理数据。在法律另有要求的情况下，Apple 会

在处理前告知你该法律要求，除非该法律因重大公共利益原因禁止此类通知。此外，Apple 还可以出于以下目的而处理个人数据：方便提供与本服务相关的软件更新、产品支持及其他功能；用于安全和账户管理目的；以及验证遵守本协议条款的情况。

4.2　数据事件。如果 Apple 获知个人数据因任何未授权访问管理式服务的行为已被篡改、删除或丢失（“**数据事件**”），Apple 将在法律要求的情况下立即通知组织，而不会造成任何不必要的延误，并且 Apple 将采取合理措施尽可能降低损失并确保数据安全。Apple 通知或响应数据事件的行为不得解释为 Apple 承认对数据事件承担任何责任或连带责任。组织有责任遵守适用的事件通知法律并履行与数据事件有关的任何第三方义务。Apple 将遵守所有具体的法律要求，不会访问个人数据内容以进行信息识别。

4.3　安全规程；合规。作为管理式服务的一部分，Apple 应在传输、处理和存储个人数据的过程中，采取行业标准措施来保护个人数据。作为上述措施的一部分，Apple 将尽到商业上的合理努力，对静态和传输中的个人数据进行加密；确保管理式服务始终保密、完整、可用和可靠；如果出现问题，将及时恢复个人数据的提供；并定期测试、评测和评估此类措施的有效性。Apple 将采取适当的措施来确保员工、承包商和次级处理方遵守安全规程，并且 Apple 应确保任何被授权处理此类个人数据的人员，在涉及管理式服务时，均遵守有关个人数据的保密性和安全性的适用法律。个人数据经加密后可存储在 Apple 单方确定的任何地理位置。在 Apple 担任数据处理方的责任范围内，Apple 将协助你确保你对以下各项的合规 (如情况适用)：(a)《通用数据保护条例》第 28 条或者法律规定的其他同等义务 (通过提供所有必要的信息；通过允许和参与审核 (前提条件是 Apple Inc. 的 ISO 27001 和 ISO 27018 认证应被视为足以达到此等要求的审核目的)；以及通过按适用法律的要求，在 Apple 认为你的说明违反了《通用数据保护条例》或者其他欧盟或欧盟成员国的数据保护规定时通知你)；(b)《通用数据保护条例》第 32 条或者法律规定的其他同等义务 (包括实施本协议第 4.3 节中规定的安全规程并始终持有 ISO 27001 和 ISO 27018 认证)；(c)《通用数据保护条例》第 33 条和第 34 条或者法律规定的其他同等义务 (通过协助你向监管机构或数据主体提供所需的数据事件通知)；(d)《通用数据保护条例》第 35 条和第 36 条或者法律规定的其他同等义务，要求组织执行数据保护影响评估或在处理前与监管机构协商；(e) 数据保护监管机构或类似机构就个人数据进行的调查；以及 (f) 在可能的情况下，考虑到通过适当的技术和组织措施进行处理的性质，你有义务响应根据《通用数据保护条例》或者法律规定的其他同等义务行使数据主体权利的请求。如果你的注册地所在国家或地区位于欧盟境内，则适用涉及法规 (EU) 2023/2854 的以下附加条款：https://support.apple.com/guide/deployment/depe03a2705f。如果 Apple 认为自己无法再履行《加利福尼亚消费者隐私法案》(CCPA) 或其他适用的数据保护法律和法规规定的义务，Apple 应通知你。

4.4　次级处理方。如果次级处理方向 Apple 提供与管理式服务有关的服务，Apple 可以向其提供个人数据。你授权 Apple 使用“Apple”定义中规定的所有 Apple 实体作为次级处理方并使用任何其他次级处理方；前提条件是此类次级处理方签署了相应合约，受数据保护义务的约束，且此类合约所提供的保护至少与本协议提供的保护相当。如果次级处理方未能履行其数据保护义务，在适用法律要求的范围内，对于该次级处理方履行义务的表现，Apple 仍然对你负有责任。你可以发送电子邮件至 dpo@apple.com，请求提供本协议下次级处理方的最新名单。

4.5　数据访问和转移；终止；担任处理方的组织。如果法律要求并应请求，Apple 将确保按照适用法律的规定，落实针对国际数据传输的适当保护措施。此类安全保障可能包括 Apple 签署的《示范合同条款》，或你同意在司法管辖区有要求时签署的其他数据传输协议，如 Apple 在 https://www.apple.com/legal/platform-services/datatransfer/ 发布的已签署协议。Apple 在亚太经济合作组织 (APEC) 参与国家/地区内收集的个人数据的国家/地区间传输活动遵守适用于个人数据传输的 APEC 跨境隐私规则 (CBPR) 体系 (http://cbprs.org/) 和数据处理者隐私识别 (PRP) 体系 (http://cbprs.org/)。如果你对我们的 APEC CBPR 或 PRP 认证有任何疑虑或问题，可以联系我们的第三方争议解决机构 (https://feedback-form.truste.com/watchdog/request)。对于你存储或转移到 Apple 系统以外的数据，Apple 不承担任何责任。如果本协议出于任何原因终止，Apple 将在合理时间范围内以安全方式销毁由 Apple 存储的与你使用管理式服务有关的个人数据，除非是为了预防欺诈或是法律另有要求。如果组织以获准实体数据处理方的身份签署本协议，则组织在此陈述并保证，组织代表其本身签署本协议，并且，就本协议的规定而言，组织代表此类获准实体签署本协议。组织在此陈述，组织已取得此类获准实体的相应许可，可代表此类实体签署本协议，并将 Apple 用作次级处理方，如果此类获准实体针对本协议提出任何索赔，则组织应就此对 Apple 承担相应责任。Apple 不得以构成“销售”或“共享”(具体条款定义见 CCPA 或其他数据保护法中的任何类似概念) 的方式披露任何个人数据，也不得参与构成“销售”或“共享”个人数据、与本协议有关的任何数据处理活动。

4.6　访问第三方产品和服务。如果你选择访问、使用、下载、安装或启用通过管理式服务运作但不属于管理式服务的第三方产品或服务，此类产品或服务可能被允许访问个人数据，以便使用这些附加服务。其中某些第三方产品或服务也可能会向 Apple 提供对个人数据的访问权限，例如，如果你允许你的授权用户通过联合身份提供程序登录 Apple 商务。你不一定要使用与管理式服务有关的此类附加产品或服务，并且你的管理员可能会依照本协议限制使用此类附加产品或服务。在访问、使用、下载、安装或启用第三方产品或服务以通过管理式 Apple 账户使用之前，你应查看第三方产品和服务的相关条款、政策和做法，以了解它们可能从你的授权用户处收集哪些数据，如何使用、共享和存储这些数据，以及 (适用时) 此类做法是否与你所获得的知情同意书相符。

4.7　其他。在适用法律允许的范围内，如果 Apple 认定披露是执行 Apple 条款和条件或保护 Apple 运营或用户的合理必要条件，则 Apple 也可能会披露关于你的个人数据。此外，如果发生重组、合并或出售，Apple 可将你提供的任何及所有个人数据转让给相关第三方。这份披露不适用于任何内容 (包括第三方 App) 的数据收集做法。作为 Apple 商务服务的一部分，在购买或下载内容之前，你应查看此类内容适用的条款、政策和做法。如果 Apple 收到第三方对个人数据的请求 (以下简称“第三方请求”)，Apple 将在法律允许的范围内向你告知 Apple 收到了第三方请求，并告知请求方向你提出此类第三方请求。除非法律或第三方请求另有要求，否则由你负责回应此类请求。

此外，Apple 及其关联公司和代理可能会以不能识别你的授权用户个人身份的形式，收集和处理汇总的诊断、技术、使用情况的统计信息及相关信息。其目的在于提供和改进 Apple 的设备与服务 (包括管理式服务)；用于审计、数据分析和研究等内部用途，以改进 Apple 的设备、服务和客户沟通；便于向你提供与管理式服务或任何此类软件相关的软件或软件更新、设备支持及其他服务 (如有)；用于保障安全和管理账户，并核实对本协议条款的遵守情况。Apple 可能在必要的范围内，根据本第 4.7 条收集的数据与 Apple 授权

经销商共享，以提供和改进管理式服务。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。

5. 其他合规义务

除非获得美国法律、你获取管理式服务或 Apple 软件的司法管辖区法律以及其他适用法律和法规的授权，否则你不得使用、出口、再出口、进口、销售或转让管理式服务或 Apple 软件 (或其任何部分)。具体而言，包括但不限于：管理式服务和 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) 给美国财政部的《特别指定国民名单》、美国商务部的被禁人员名单或实体名单，或其他受限制方名单上的任何个人或实体。使用管理式服务或 Apple 软件，即表示你陈述并保证你的注册地不位于任何此类国家或地区，也没有被列入任何此类名单。你还同意不会将管理式服务或 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。

你陈述并保证，你和任何直接或间接控制你或与你受共同控制的实体或个人：(a) 不在提供管理式服务的国家或地区的任何制裁名单上，(b) 未在任何美国禁运国家或地区开展业务，以及 (c) 不是 15 C.F.R § 744 中定义和界定的军事最终用户。在本第 5 条中，“控制”是指一个实体或个人直接或间接拥有掌握或影响其他实体的管理政策方向的权力，无论是通过拥有具有投票权的证券、注册资本的权益、合约，还是通过其他方式。

6. 设备管理功能

Apple 可能会提供相关功能，允许组织在符合条件的 Apple 品牌设备上配置、管理和执行管理设置（“**设备管理功能**”）。设备管理功能默认不启用，仅由组织自行决定激活。设备管理功能的可用性、性能和特性可能因地区、设备、操作系统或配置而有所不同，并且作为管理式服务的一部分，可能随时被修改、限制或终止。组织应对其使用设备管理功能的行为承担全部责任，包括遵守适用法律、管理授权设备和授权用户，以及通过管理式服务注册设备的安全、配置和运行。

7. 组织提供的软件包

管理式服务可能为你的管理员提供相关功能，以提供指向组织提供的软件包 (包括 app、图标、字体和系统更新，均称为“**软件包**”）的链接，供授权用户和获准用户下载。作为执行上述操作的条件，你陈述并保证：(a) 对于组织通过管理式服务提供链接的任何软件包，包括与使用此类软件包相关的任何费用的支付，组织承担全部责任；(b) 组织拥有所有必要的权利、许可、同意和权限，可以为授权用户和获准用户提供软件包链接，并可以使用管理式服务来协助提供链接 (包括向授权用户和获准用户展示此类软件包的链接、名称和图标，并按照组织的指示在下载后安装软件包)；(c) 任何软件包 (包括其任何部分) 或授权用户或获准用户对其的使用，均不违反或侵犯 Apple 或第三方的任何权利，包括知识产权、法律或任何适用的 Apple 或第三方协议或隐私政策；(d) 软件包可能受你与第三方之间的单独条款约束。组织有责任确保组织遵守相关条款，并确保每位授权用户和获准用户知晓并遵守所有适用的 Apple 和第三方协议；(e) 组织不会使用管理式服务来违反组织与任何第三方之间的任何条款；(f) 组织不得利用管理式服务来传输侵权、诽谤或其他违法或侵权材料，也不得存储或传输侵犯任何第三方权利的材料。此功能仅面向注册地在美国境内的组织提供，在其他任何国家或地区均不可用。如果 Apple 合理认为某个软件包可能违反适用法律、第三方权利或本协

议，Apple 可以从组织的账户中移除指向该软件包的链接。

8. 订阅方案

适用于你的管理式 Apple 账户的额外 iCloud 储存空间订阅（“**iCloud 储存空间订阅**”）和 AppleCare+ 商务版（“**AppleCare+ 商务版订阅**”）仅适用于在美国注册的组织，其他国家或地区不提供此服务。你可以授予管理员购买权限，并允许他们访问 iCloud 储存空间订阅 (受 iCloud 条款和条件及本协议约束) 或 AppleCare+ 商务版订阅 (受 AppleCare+ 商务版条款和条件及本协议约束)，让你的管理员能够获取一个或多个订阅。

通过你的 AppleCare+ 商务版订阅，你能为组织拥有的设备和 BYOD 设备购买 AppleCare+ 商务版用户订阅，以及为组织拥有的设备购买设备订阅。此类订阅为 Apple TV、iPad、iPhone、iPod、Mac 或经 Apple 书面授权的其他设备，以及这些设备的原包装中包含的捆绑配件提供硬件服务和技术支持服务，并适用单独的条款、条件和限制。根据 iCloud 条款和条件及 AppleCare+ 商务版条款和条件，你的 Apple 商务上的订阅将持续有效，并按月计费，直至取消。你可以随时在 Apple 商务门户更改或取消你的订阅。你的月度账单会基于上个月的使用情况，并包含所有适用税费。要了解更多关于更改或取消订阅的信息，请访问 https://support.apple.com/guide/business/axma756c6228。要了解有关使用费用如何计算的更多信息，请访问 https://support.apple.com/guide/business/axmb4509c4c3。如果组织享有免税资格，你可以在“注册信息”中调整你的税务状态。你有责任及时支付所有费用，并向 Apple 提供有效的付款方式，以支付所有费用。你同意，Apple 可以存储并你提供的付款方式，并从中扣除所有费用，包括适用税费。

根据当地法律，如果你的付款方式所涉及的支付网络或金融机构提供了相关信息，Apple 可以自动更新你的付款方式中的付款信息。如果 Apple 无法向你收费，你仍需对未收取的金额负责，我们可能会再次尝试向你收费，或要求你提供其他付款方式。如果你的付款逾期，Apple 保留限制你添加其他订阅计划或终止你的任何现有订阅计划的权利。无论是本协议的终止，还是更改或取消你的订阅，Apple 均无义务退还你已支付的任何费用。

如果你直接向 Apple 购买，只要不超过 https://support.apple.com/guide/business/axme884379fa 中所述的限制，你就可以添加 AppleCare+ 商务版订阅。本条款适用于你直接从 Apple 购买 AppleCare+ 商务版订阅的情形；如果是从 Apple 授权经销商购买 AppleCare+ 商务版订阅，相关计费及其他订阅条款将遵循你与该经销商间的协议的规定。

9. 终止的效力

第 1 条、第 2.5 条的第二句、第 2.6 条的第二句，以及本管理式服务附加条款第 4 至 10 条将在本协议到期或终止后继续有效。终止或到期不会免除你或 Apple 因违反本协议而产生的任何责任。任何一方均不因根据本协议条款终止本协议而导致的任何损害而向另一方承担责任；且本协议的终止不影响任何一方的任何其他权利或补救措施。

10. 其他免责声明

对于因任何使用、误用、依赖、无法使用、中断、暂停或终止管理式服务而导致的任何损害或损失，或因你的授权最终用户使用上述各项而引起的任何索赔，Apple 概不承担责任。

批量内容服务附录
(针对管理式服务附加条款)

以下条款是管理式服务附加条款的补充，适用于你对批量内容服务的使用。

请注意：批量内容服务严格限于注册地位于当前已提供批量内容服务的国家或地区的组织、或在这些国家或地区内拥有可核实业务的组织使用。你可以在 https://support.apple.com/102867 查看已提供该服务的国家或地区列表。如果贵组织不符合此地理位置要求，则无权使用批量内容服务，且这些与批量内容服务相关的具体条款也不适用于贵组织。

1. 批量内容服务的使用

A. 你可以使用批量内容服务 (a) 批量许可和购买贵组织可在 App Store 中获取的 app 及其他内容（“**App Store 内容**”），且仅限根据《Apple 媒体服务条款和条件》的规定分发给你的授权用户并供其使用；或 (b) 视情况批量许可或购买贵组织可在 Apple Books 中获取的 Apple Books、数字图书、有声读物及其他内容（“**Apple Books 内容**”），且仅限分发给你的授权用户并供其使用 (上述内容统称为“**批量内容服务**”)。你根据本协议许可或获取的此类 App Store 内容应构成“**App Store 批量内容**”，你根据本协议许可或获取的 Apple Books 内容应构成“**Apple Books 批量内容**”。App Store 批量内容和 Apple Books 批量内容一并纳入管理式服务附加条款第 1 条所规定的“批量内容”定义。

B. 你同意，组织对批量内容服务和批量内容的使用将受 Apple Business 服务条款 (为明确起见，包括本管理式服务附加条款和本批量内容服务附录) 以及《Apple 媒体服务条款和条件》(http://www.apple.com/legal/internet-services/itunes/) 的约束，上述条款通过引用纳入本协议 (统称为“**条款**”)。如存在任何冲突或不一致，《Apple Business 服务条款》应优先于《Apple 媒体服务条款和条件》。

C. 你同意仅使用具有相应权限的管理员账户从批量内容服务购买、管理和分发批量内容。

2. App Store 内容销售

A. 批量内容服务仅在贵组织注册的国家或地区 (以下简称“**地域**”) 向你提供。

B. App Store 内容的内容代码仅限分发给你在该地域的授权用户，并由其进行兑换。但是，App Store 批量内容可以通过管理式分发 (定义见下文) 分配给你在 App Store 批量内容有售的任何国家/地区的授权用户，相关供应情况可能随时发生变化。

C. 你只能通过地域内的 App Store 使用批量内容服务购买 App Store 内容，任何后续下载或转让均不会在你与任何其他 Apple 实体之间形成单独的协议或销售交易。你同意不应使用批量内容服务来规避任何国家/地区的法律或批量内容提供商规定的限制。

3. 付款、税费和退款政策

A. 你同意贵组织将为通过组织的账户购买的所有批量内容付款，你或组织账户上的任何其他购买者均被授权代表组织进行此类购买，并且 Apple 可能会存储你的付款方式，并通过该方式收取购买的任何批量内容的费用以及你账户可能产生或与你账户相关的任何其他费用 (包括适用的任何税费和滞纳金)。你有责任及时支付所有费用，以及向 Apple 提供有效的付款方式来支付所有这些费用。所有费用将通过你在注册过程中指定的付款方式或根据条款更新的支付方式进行结算。

B. 你同意按照完成购买的要求，提供并随时更新贵组织的计费和支付信息，并确保其准确、完整。

C. 你的总价将包括批量内容的价格，加上根据账单寄送地址和购买时生效的交易税率计算得出的所有适用交易税 (销售税、增值税、商品及服务税或类似税种)。我们只会在对数字商品征税的地方收取税费。你理解并同意，你应负责确定并支付因你将批量内容分配给贵组织注册地域以外地域的授权用户而产生的任何税费。

D. 如果你代表免税组织或个人下订单，请通过 https://support.apple.com/business-education-programs 联系支持人员。请准备好提供免税状态证明。

E. 对于通过批量内容服务提供的批量内容，其价格可能随时更改，并且在其降价或促销时，批量内容服务不提供价格保护或退款。

F. 所有批量内容售出后概不退换。尽管有前述规定，如果批量内容在交易完成后、首次下载前变得不可用，你唯一的补救措施是退款。如果批准此类退款，Apple 保留禁用未使用的内容代码 (定义见下文) 以及禁用通过管理式分发 (定义见下文) 分配 App Store 内容的功能的权利。如因技术问题导致无法交付你的批量内容或交付时间被不合理地延迟，你享有的唯一且排他性的补救措施是由 Apple 决定重新发放批量内容许可或退还已支付的价格。

G. 如果贵组织注册地位于台湾，你必须应要求向 Apple 提供统一企业编号。

H. 如果贵组织注册地位于菲律宾，你需要陈述你是 (i) 政府机构 (包括公立学校) 或 (ii) 从事商业活动 (包括私立学校)。如果贵组织从事商业活动，你必须应要求向 Apple 提供你的菲律宾纳税人识别号。

4. 批量内容余额

A. 批量内容的未使用余额不可兑换现金，也不可退回现金退款 (法律要求的除外)、转售、用于购买 Apple 充值卡或在 Apple 零售店中使用。

B. 对于在你所在地域内购买的批量内容，其未使用余额只能在此地域内通过批量内容服务进行兑换。

C. 对于丢失或被盗的批量内容余额，Apple 不承担任何责任。如果批量内容通过欺诈手段购买或在批量内容服务上以欺诈方式使用，Apple 保留关闭账户并要求使用其他支付方式的权利。

D. 对于批量内容余额、批量内容、内容代码或批量内容服务计划，Apple 及其被许可方、关联方和许可方不做任何明示或暗示的保证，包括但不限于对适销性或特定用途的适用性的任何明示或暗示的保证。这些限制可能不适用于你。

5. 审计权利

A. 由于 Apple 可能会审计客户通过批量内容服务的购买，以确保仅订购符合条件的项目，且遵守所有购买条件和使用规则 (为明确起见，包括本协议的规定)，你同意针对已购买批量内容的所有使用情况，保存完整且准确的记录。如果在交付后 Apple 通过审计 (或以其他方式发现) 你在下单时进行了不符合条件的购买，或者你未遵守适用于购买的所有条件，则 Apple 可以：

i. 禁用你的管理式 Apple 账户；

ii. 如果你通过信用卡下订单，则从你信用卡中扣除你通过批量内容服务为已交付商品支付的金额与你下订单当日 Apple 向公众收取的同一商品价格 (受下文第 5(b) 条约束) 之间的差额；

iii. 如果你通过信用卡以外的方式付款，则 (a) 针对你通过批量内容服务为已交付商品支付的金额与 Apple 向公众收取的同一商品价格 (受下文第 5(B) 条约束) 之间的差额向你开具发票，并且你应在发票开具之日起 15 天内支付此费用；(b) 如果你未能按时支付发票金额，Apple 可根据管理式服务附加条款第 5 条对你提起法律诉讼，胜诉方有权要求对方支付律师费。

B. 如果 Apple 未提供你通过批量内容服务购买的特定产品，则将按你为已交付商品支付的金额与你下订单当日 Apple 向公众收取的最接近同等商品的价格之间的差额，从你的付款方式中扣费相应金额，或向你开具发票。

C. Apple 有权要求你提供补充信息并审计相关记录，以确认你遵守这些条款。

6. 批量内容提供情况

Apple 保留更改批量内容选项 (包括特定功能的资格条件) 的权利，恕不另行通知。

7. 内容分发方式

A. 批量内容可分发给你的授权用户 (但在任何情况下，均须受下文第 8 条和第 9 条的约束，并符合其中的具体要求)：

i. 通过分发由 Apple 生成的字母数字代码 (“**内容代码**”)，这些代码可在 App Store 中用于兑换特定的 App Store 内容，或在 Apple Books 中兑换特定的 Apple Books 内容；

ii. 通过将批量内容分配到与你的授权用户关联的特定 Apple 账户或管理式 Apple 账户 (“**用户分配**”)；

iii. 仅针对 App Store 批量内容，通过直接分配至由你或你的授权用户拥有或控制的唯一 iOS、watchOS、iPadOS、macOS、Apple tvOS 或 visionOS 设备（“**设备分配**”；而“用户分配”和“设备分配”统称为“**管理式分发**”）。在此情况下：(a) 必须为每台唯一设备单独购买 (即单个许可不得同时由多台设备共享)；且 (b) 就你的授权用户签订的与 App Store 批量内容相关的任何最终用户许可协议、使用条款或其他协议而言，你应被视为“最终用户”。

B. 作为对你的特别通融，Apple 同意允许你：(1) 使用单个内容代码将 App Store 内容同步到多个设备，最多不超过你已购买的代码数量 (而非必须逐一兑换单独的代码)，前提是你同意同步的副本数量不超过你购买的代码数量；以及 (2) 购买同一 Apple Books 内容的多份副本，并分发给授权用户进行兑换。这些便利举措可能仅在有限的时间段内提供，Apple 不保证这些便利举措将来的可用性。

8. 内容代码分发

A. 对于购买，Apple 可能会按照你在购买时指定的数量向你提供内容代码，每个内容代码都可以 (i) 在 App Store 中兑换所购买的特定 App Store 批量内容；或 (ii) 在 Apple Books 中兑换所购买的特定 Apple Books 批量内容。执行购买后，我们应通过电子邮件以电子方式向你提供内容代码，此类内容代码应立即生效，可供你的授权用户兑换，并且不会过期 (但受其可用性约束)。你和/或你的授权用户只能根据条款兑换内容代码。App Store 批量内容的每个内容代码必须兑换到贵组织或你的授权用户之一拥有和控制的 Apple 账户。Apple Books 批量内容的每个内容代码必须兑换到授权用户拥有或控制的 Apple 账户。你理解并同意，用来兑换的 Apple 账户的所有者将成为 (i) 该内容副本的被许可人 (对于 App Store 批量内容)；(ii) 该内容副本的所有者 (对于 Apple Books 批量内容)，并且应享有所有相关权利。此类许可证或内容不可转让。

B. 你只能将内容代码分发给授权用户，并且你同意在用于分发内容代码的工具 (例如证书、卡、电子邮件) 上随时提供以下适用于所购买内容类型的授权用户条款和条件：https://www.apple.com/legal/internet-services/itunes/giftcards/ww/。

9. 管理式分发 (用户分配与设备分配)

完成批量内容购买后，你有权将以下内容分配给授权用户：(i) 你已购买的特定 Apple Books 批量内容，按所选数量，通过“用户分配”方式分配；或 (ii) 你已购买的特定 App Store 批量内容，按所选数量，通过“用户分配”或“设备分配”方式分配；前提是，你的授权用户须具备 (i) 有效的 Apple 账户或管理式 Apple 账户 (需接受相关条款)，以及兼容的硬件、软件和互联网接入；并且 (ii) 已接受你通过 MDM 解决方案发出的邀请，将其 Apple 账户或设备 (如适用) 关联至组织。此权利不会过期，具体取决于特定产品的可用性。

10. 其他限制；确认

A. 你不得转售或接受任何形式的补偿以换取批量内容的分发，也不得向授权用户以外的任何人分发或授权分发批量内容。对于你对批量内容的使用以及由此给内容提供商或 Apple 造成的任何损失或责任，你应承担全部责任。

B. 你不得将批量内容转移到地域之外使用，也不得声称你有权或有能力这样做。但是你可以在本协议的条款允许的范围内，将 App Store 批量内容分配给地域外的授权用户。

C. 你不得在图书馆类型的借阅场景中使用 Apple Books 批量内容。你理解并同意，分配有 Apple Books 产品的 Apple 账户的所有者将成为该产品的所有者，并且根据条款享有所有相关权利。此类产品不可转让。

D. 你将保留 App Store 批量内容的所有权，无论此类内容是否已分配给授权用户的 Apple 账户、管理式 Apple 账户或特定设备 ID。你可以撤销 App Store 批量内容的分配并将其重新分配给另一个授权用户或设备 ID，但须遵守某些服务限制。撤销特定用户或设备的分配之后，该用户或设备将无权再使用 App Store 批量内容。

E. 你确认，在通过电子方式将批量内容传输给你之后，其损失风险和所有权即转移给你。如果 Apple 确定批量内容是通过欺诈手段获取或使用，则 Apple 保留关闭任何及所有相关 Apple 账户并要求使用其他支付方式的权利。

F. 使用批量内容服务，即表示你同意你获取批量内容是为了供你本人及你的授权用户代表你使用。

11. 其他免责声明

对于因任何使用、误用、依赖、无法使用、中断、暂停或终止批量内容服务或批量内容而导致的任何损害或损失，或因你的授权最终用户使用上述各项而引起的任何索赔，Apple 概不承担责任。

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2026 年 4 月 14 日

THESE TERMS OF SERVICE, INCLUDING ANY ADDENDA, ATTACHMENTS, EXHIBITS, OR SCHEDULES HERETO WHICH ARE INCORPORATED BY REFERENCE (COLLECTIVELY, THE "**AGREEMENT**" OR THESE "**TERMS OF SERVICE**"), CONSTITUTE A LEGAL AGREEMENT AND ARE ENTERED INTO BETWEEN YOU AND APPLE, AND GOVERNS YOUR ACCESS TO OR USE OF THE APPLE BUSINESS SERVICES. BY CLICKING THE "AGREE" BUTTON, YOU, THROUGH A REPRESENTATIVE, ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU ARE NOT PERMITTED TO USE THE APPLE BUSINESS SERVICES.

Apple Business Terms of Service

Unless otherwise specified herein or in an addendum, attachment, exhibit, or schedule that is incorporated herein by reference or that incorporates this Agreement by reference, "**Apple**" shall mean Apple Inc., located at One Apple Park Way, Cupertino, California 95014, if Your country or region of domicile is in North America, Central America, South America, or the Caribbean (the "**Americas"**); Apple Distribution International Ltd. ("**ADI**"), located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, if Your country or region of domicile is in Europe, the Middle East, Africa, or India ("**EMEIA**"); or Apple South Asia Pte. Ltd., located at 7 Ang Mo Kio Street 64, Singapore, 569086, if Your country or region of domicile is not in the Americas or EMEIA ("**Asia-Pacific**").

"**Organization**," "**You**," and "**Your**" means any entity, sole proprietorship, partnership, company, organization, institution, or agency, instrumentality, or department of a federal, state, or local government that has agreed to this Agreement or has accessed or engaged in the use of the Apple Business Services. "**Representative(s)**" means one or more individuals who access and use the Apple Business Services on behalf of the Organization, including but not limited to the Organization's employees, agents, assigns, nominees, consultants, or contractors. Apple and the Organization are each a "**Party**" and together the "**Parties**".

You represent and warrant that all Representatives are of the legal age of majority in Your jurisdiction. You acknowledge and agree that Representatives are severally and jointly deemed to have the right and authority to legally bind You to all the terms and obligations of this Agreement and any decision or action made by a Representative is deemed as an authorized decision or action on Your behalf.

You agree to accept and abide by this Agreement as presented; changes, additions or deletions are not agreed to by Apple, and Apple may deny access to the Apple Business Services for noncompliance with any part of this Agreement or for any other reason at Apple's sole discretion.

1. APPLE BUSINESS SERVICES

This Agreement governs Your access to or use of (a) "**Apple Business,**" the website located at business.apple.com (or any successor website), (b) the account(s) created, associated with, accessed, or used by You (and any Representative) on Apple Business, (c) the features, integrations, products, programs, services, software, or application programming interfaces ("**APIs**"), and the corresponding specifications or documentation (including but not limited to Apple Business User Guide and Apple Platform Deployment) (collectively, "**Documentation**") that are provided, referenced, or made available through Apple Business, or (d) any other features, services, integrations, products, or programs that incorporate by reference this Agreement (subsections (a) through (d) inclusively, collectively, the "**Apple Business Services**"). Certain of the Apple Business Services (each a "**Platform Service**") are subject to their own terms and conditions (collectively, the "**Platform Service Terms**") that are supplemental to this Agreement. In the event of a conflict between this Agreement and any Platform Service Terms for a Platform Service, such Platform Service Terms shall control with respect to that Platform Service.

The Apple Business Services enables You to customize Your presence on Apple platforms and includes "**Brand Services**" where You can direct how Your brand appears across the Apple ecosystem and personalize Your location information on Apple Maps. Additionally, a subset of the Apple Business Services allow the Organization to manage the deployment and configuration of Apple devices and accounts that are owned, controlled, or managed by the Organization, and to enable access to other available Apple features and services for such devices and accounts ("**Managed Services**"). The Brand Services are subject to additional terms set forth in Attachment 1 (Additional Terms for Brand Services). Use of the Managed Services is subject to additional terms set forth in Attachment 2 (Additional Terms for Managed Services). In the event of a conflict, the Additional Terms for Brand Services and the Additional Terms for Managed Services shall control with respect to the Brand Services and the Managed Services, respectively.

2. ACCESSING THE APPLE BUSINESS SERVICES

Each Representative must log into Apple Business using an Apple Account. Use of the Managed Services will require Representative to log into Apple Business using a Managed Apple Account or convert their existing Apple Account into a Managed Apple Account. Information associated with the Apple Account, such as email address and age, will be used to determine whether the Representative is eligible to create an account on Apple Business. The name, email address, and phone number associated with the Apple Account will be used for the Representative's account on Apple Business. If the Apple Account is deleted, then the Representative will no longer be able to log into Apple Business using that Apple Account.

The first Representative to log into Apple Business to register the Organization will have the role of "**Administrator**" on Apple Business. As an Administrator, the Representative can manage access to and use of the Apple Business Services by the Organization and all Representatives. Each Representative's information may be visible to Administrators of the Organization for the purposes of providing and maintaining integrity of the Apple Business Services. Apple may restrict the number Administrators each Organization can have and unilaterally change the role of any Representative.

Any information a Representative submits through use of the Apple Business Services on behalf of the Organization may be retained for the purposes of providing and improving the Apple Business Services and other Apple Products. "**Apple Products**" means any technology, software, hardware, service, device, platform, or product, including, but not limited to, Apple developer releases, pre-commercial releases, and other non-commercial software or hardware releases, that is distributed under an Apple or Apple affiliate brand or that is otherwise provided by Apple. You must comply with the Documentation when accessing and using the Apple Business Services.

You agree not to access or use the Apple Business Services other than through Apple Business or through the APIs. Access to the Apple Business Services through the APIs requires the use of keys. To generate a key, an Administrator must add an API account ("**API Account**") for the Organization on Apple Business. You are solely responsible for all API Accounts added (and the keys generated) and all activities associated therewith, including maintaining the confidentiality and security thereof. You will: (a) not permit anyone to use any accounts or keys associated with the Organization other than Representatives (and only to the limited extent expressly permitted by Apple in the Documentation or this Agreement); (b) use anyone else's accounts or keys; (c) immediately notify Apple of any unauthorized use of or any other breach of security of the Apple Business Services; and (d) ensure that login details for any Representative are only used by that Representative.

You are entirely responsible for all activities that occur on or through all accounts and keys associated with the Organization on Apple Business, including but not limited to access to and use of the Apple Business Services by Representatives. As between You and Apple, You are solely responsible and liable for any acts or omissions of the Representatives. Apple will not be responsible for any losses arising out of the unauthorized access to or other use of any accounts or keys, including but not limited to access or use by a Representative.

3. ORGANIZATION INFORMATION

You covenant to provide and keep information required to register with Apple for Apple Business and as may be required in Your use of the Apple Business Services, including but not limited to name, physical address, domain, or other information as requested (collectively, "**Organization Information**") accurate, current, true, and complete. The Organization Information will be used to verify the Organization as part of the registration process. Apple may terminate this Agreement or Your access to Apple Business if Apple is unable to verify the Organization or You fail to complete the registration process, including but not limited to failing to provide additional Organization Information requested by Apple.

You acknowledge and agree that You are solely responsible and liable for the Organization Information that is uploaded, downloaded, posted, transmitted, stored, or otherwise made available through Your access to Apple Business and use of the Apple Business Services. You acknowledge and agree that the timely provision of, access to, and assistance with complete and accurate Organization Information is required for Apple to provide the Apple Business Services. You understand and acknowledge that failure to provide, update, and maintain accurate, current, true, and complete Organization Information may lead to suspension or termination of Your access to or use of the Apple Business Services at any time.

Subject to the Additional Terms for Managed Services, the Organization Information may be used for the purposes of providing the Apple Business Services, preventing fraud, and communicating with You about the Apple Business Services, including but not limited to updates, new features, and promotions. You acknowledge and agree that Your use of the Apple Business Services will require Apple to send communications to You at the email address(es) or other means of communication that You provide to Apple. You agree that Apple may send to You, whether by email or otherwise, communications in the English language unless otherwise required by mandatory provisions of applicable law. You hereby confirm Your ability to read and comprehend communications in the English language or Your ability to have communications in the English language translated to a language of Your preference or as mandated by the jurisdiction(s) to which You are subject, at no cost to Apple.

Subject to the Additional Terms for Managed Services, You acknowledge and agree that Apple may retain the Organization Information, account information for accounts associated with the Organization, and information about Your (and each Representative's) use of the Apple Business Services, including as may be required by the Law of the jurisdiction(s) in which You reside or are located, or to which You are subject, or otherwise in accordance with Apple's Privacy Policy, available at https://www.apple.com/legal/privacy/en-ww/ (or any successor thereto), and that such retention may persist beyond Your cessation of use of the Apple Business Services. "**Law**" means any (1) statute, decree, constitution, regulation, order, or any directive of any Government Entity, (2) treaty, pact, compact, or other agreement to which any Government Entity is a signatory party, (3) judicial or administrative interpretation or application of any of the foregoing, or (4) any binding judicial precedent having the force of law. "**Government Entity**" means any (i) national, state, or local government, (ii) board, commission, department, division, instrumentality, court, agency, or political subdivision thereof, and (iii) association, organization, or institution of which any of the entities listed in (i) or (ii) is a member or whose jurisdiction any such entity is subject.

4. ORGANIZATION CONTENT

You acknowledge and agree that You are solely responsible and liable for any branding, logos, data, information, or other content that is uploaded, downloaded, posted, transmitted, stored, or otherwise made available through Your access to Apple Business and Your use of the Apple Business Services (collectively, "**Organization Content**"). You represent, warrant, and covenant that You have the necessary permissions and consents to use, display, perform, modify, adapt, compile, reproduce, copy, distribute, transmit, and create Derivative Works of the Organization Content. "**Derivative Work**" means a work which is based upon one or more pre-existing works, such as a revision, enhancement, improvement, modification, translation, annotation, labeling, abridgment, condensation, expansion, or any other form in which such pre-existing works may be recast, transformed, or adapted.

To the extent any Organization Information also constitutes Organization Content, the terms that apply to the Organization Content will apply to such Organization Information, except where such Organization Information constitutes Personal Data and is provided solely for Your use of the Managed Services, which is subject to Additional Terms for Managed Services. You further acknowledge and agree that the Organization Content may be made publicly available and may be used by others through their use of the Apple Business Services. Apple may use the Organization Content to provide, improve, and enhance (a) the Apple Business Services and other Apple Products and (b) the search and discovery of, and responses to, end-user queries relating to the Organization in Apple Products.

5. USING THE APPLE BUSINESS SERVICES

A. System Requirements. Use of the Apple Business Services requires compatible hardware, internet or mobile access, certain software, and may require obtaining updates or upgrades from time to time. You may incur costs associated with these system requirements. Because use of the Apple Business Services involves hardware, software, and internet or mobile access, Your ability to use the Apple Business Services may be affected by the performance of these factors. High-speed internet or mobile access is strongly recommended. You acknowledge and agree that such system requirements, which may change from time to time, are Your responsibility.

B. Availability. It is Your responsibility to maintain an appropriate alternate backup of the Organization Content and Organization Information that You provide to Apple as part of Your use of the Apple Business Services. You understand and acknowledge that there may be storage capacity, transmission, or transactional limits for the Apple Business Services. If You reach such limits, then You may be unable to use the Apple Business Services or may be unable to access or retrieve data from the Apple Business Services.

C. Updates; No Support or Maintenance. Apple may extend, enhance, suspend, discontinue, or otherwise modify the Apple Business Services (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 shall not be obligated to provide You with any bug fixes, updates, upgrades, modifications, enhancements, or new releases or versions ("**Updates**") to the Apple Business Services. If Updates are made available by Apple, 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 separate agreement will govern. You acknowledge and agree that such Updates may affect Your ability to use, access, or interact with the Apple Business Services and have features, services, or functionality that are different from those found in the Apple Business Services.

You acknowledge and agree that Apple is not obligated to provide any maintenance, technical, or other support for the Apple Business Services. You also acknowledge and agree that Apple has no express or implied obligation to announce or make available any Updates to the Apple Business Services to You or anyone in the future. You further acknowledge that such Updates may require You to change or update Your website or application at Your own cost.

D. U.S. Government End Users. The Apple Business Services and Apple Products are "**Commercial Products**," as that term is defined under 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. You acknowledge and agree that the Apple Business Services and Apple Products are Commercial Products to be used for commercial purposes. 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 Products 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.

Apple is not a U.S. federal government contractor or subcontractor, nor a U.S. federal grant recipient or subrecipient. You shall not impose any statutory, regulatory, or contractual obligation on Apple that would cause Apple to become a U.S. federal government contractor or subcontractor, or a U.S. federal grant recipient or subrecipient in connection with this Agreement.

6. LICENSE GRANT AND RESTRICTIONS

A. Your Use of the Apple Business Services. Subject to and during the term of this Agreement, You are granted a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to access and use the Apple Business Services, with no right to reproduce, distribute, modify, transform, or create Derivative Works of the Apple Business Services, in any format now known or hereafter devised. You may, during the term of this Agreement, make and distribute a reasonable number of copies of any analyses or reports created by Apple relating to Your use of the Apple Business Services (collectively, "**Apple Business Analytics**") and any Documentation provided by Apple herein for internal use only and, in connection with any technical specifications, for the sole purpose of developing or testing the APIs. Apple Business Analytics are Apple Confidential Information.

If You are a covered entity, business associate, representative of a covered entity or business associate (as those terms are defined at 45 C.F.R § 160.103), or otherwise a health care provider or entity, You agree that You will not use any component, function, or other facility of the Apple Business Services to create, receive, maintain, or transmit any "protected health information" (as such term is defined at 45 C.F.R § 160.103) or equivalent health data under applicable Law, or use the Apple Business Services in any manner that would make Apple a business associate of the Organization or any third-party, or otherwise directly subject Apple to applicable health privacy Laws.

You acknowledge that the Apple Business Services contain proprietary content, information, and material owned by Apple and its licensors and protected by applicable intellectual property and other laws. You may not use such proprietary content, information, or materials in any way whatsoever, except as agreed by Apple in advance in writing. 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. Apple reserves the right to charge or change fees for use of the Apple Business Services, including without limitation, the Managed Services, now or in the future.

B. Guidelines on Your Use of the Apple Business Services. Your use of the Apple Business Services must follow the rules set forth in Schedule A (Apple Business Services Guidelines) or otherwise as described in the Apple Business User Guide, available at https://www.support.apple.com/guide/business/ (or any successor thereto), either of which may be updated from time to time, without notice (the "**Guidelines**"). You will monitor and ensure each Representative's use of the Apple Business Services is in compliance with the Guidelines. Apple may monitor use of the Apple Business Services to ensure that You are following the Guidelines.

C. License Grant to Apple. You hereby grant to Apple a non-exclusive, royalty-free, sublicensable, irrevocable, perpetual, worldwide, fully paid right and license to use, display, perform, modify, adapt, compile, reproduce, copy, distribute, transmit, create Derivative Works based upon, and otherwise exploit the Organization Information and the Organization Content (which shall be deemed to include and not be limited to all text, images, trademarks, brand features, or any other intellectual property contained therein or accessible therefrom) in connection with the Apple Business Services and other Apple Products, for marketing and promotional purposes, for use internally by Apple, and for any other uses permitted under this Agreement.

D. Feedback. All suggestions, improvements, comments, and other forms of feedback regarding the Apple Business Services, Derivative Works based upon the Organization Information or the Organization

Content created by or on behalf of Apple, or other Apple intellectual property, including but not limited to code, tools, and technology used in connection with the Apple Business Services (collectively, "**Apple IP**"), collectively with all intellectual property rights or other proprietary rights therein, provided by You, or on Your behalf, to Apple (collectively, "**Feedback**") shall be the sole property of Apple which Apple may freely use without any obligation to obtain consent or pay compensation.

E. Right to Reject. Apple reserves the right to review and: (i) reject, remove, block, suspend, or cancel Your account, the Organization Information or the Organization Content (or any portion thereof) at any time without notice, and for any reason, including but not limited to belief by Apple that the Organization Content may subject Apple to criminal or civil liability, may contravene this Agreement or Apple's policies, may negatively impact Apple's brand, or may be adverse to Apple's business interests; (ii) modify the Organization Information or the Organization Content; or (iii) not use or display all or part of the Organization Information or the Organization Content. The fact that Apple has not rejected, removed, blocked, suspended, or cancelled any of the Organization Information or the Organization Content will not in any way waive, reduce, limit, or otherwise affect Your responsibilities and obligations under this Agreement. Any Organization Information or Organization Content that Apple has removed from the Apple Business Services may not be resubmitted.

F. APIs. Apple reserves the right to revoke Your keys for the APIs and similar credentials at any time in Apple's sole discretion, even if Your use of the APIs meets the requirements set forth in the Documentation and the terms of this Agreement. If requested by Apple, You agree to promptly provide information regarding Your implementation of the APIs to Apple. You also agree to cooperate with Apple and answer questions and provide information and materials requested by Apple regarding such implementation.

G. Beta Testing. You acknowledge and agree that Apple or its affiliates may, with or without notice to You, conduct, participate in, or implement tests or experiments that may, directly or indirectly, use the Organization Content or otherwise affect Your use of the Apple Business Services (collectively, "**Testing**"), which, unless otherwise agreed, is Apple Confidential Information and governed by this Agreement. You agree to not disclose any non-public information regarding such programs, products, or features, including their existence.

7. INTELLECTUAL PROPERTY

A. Ownership. Unless otherwise specified herein, as between Apple and You, You retain all right, title, and interest, including all intellectual property rights, in the Organization Content, provided that the Organization Content does not incorporate any Apple IP or any Apple Confidential Information. All rights not expressly granted hereunder are reserved by each of Apple and You, respectively. To the extent that You have or obtain any right, title, or interest in or to Apple IP, You unconditionally and irrevocably assign all such right, title, and interest to Apple without any duty to account or pay royalties to You or any third party.

You agree that the Apple Business Services may contain proprietary information and material that is owned by Apple's licensors or other third parties and is protected by applicable intellectual property Laws and other Laws, and that You will not use such proprietary information or materials in any way whatsoever except for use of the Apple Business Services in compliance with this Agreement. Except as expressly set forth herein, and except to the extent that applicable Laws prevent Apple from restraining You from doing so, no portion of the Apple Business Services may be reproduced in any form or by any means without Apple's express written consent.

B. Copyrights and Trademarks. All copyrights in and to the Apple Business Services are owned by Apple or its licensors. Apple, the Apple logo, and other Apple trademarks, service marks, graphics, and logos used in connection with the Apple Business Services are trademarks or registered trademarks of Apple Inc. in the U.S. and/or other countries. You are not granted any rights or licenses with respect to any of the aforesaid trademarks or any use of such trademarks.

8. REPRESENTATIONS AND WARRANTIES

You represent, warrant, and covenant that:

A. You have full power to enter into and carry out Your obligations under this Agreement, and upon Apple's request, You can and shall immediately demonstrate such power and authorization to Apple's satisfaction, and understand and acknowledge that Your failure to do so will be deemed a material breach of this Agreement;

B. You will not, and will not cause or allow any Representative to, use the Apple Business Services other than as strictly permitted pursuant to the terms of this Agreement, and for authorized and legal purposes consistent with all applicable Laws, including those of the jurisdiction(s) in which You reside or are located, to which You are subject, and in which Organization Content is made available. This includes, but is not limited to, ensuring that Your access, use, or enabling of the Managed Services complies with all applicable Laws regarding the storage of data;

C. You hold and shall maintain all the necessary rights, authorizations, permissions, and consents to use the Organization Content and to permit all uses of the Organization Content as set forth in this Agreement, and You shall remove any Organization Content if and to the extent You no longer have such rights, authorizations, permissions, or consents;

D. You, any entity or person that directly or indirectly Controls You, or is under common Control with You, and the Representatives are not: (i) on any sanctions lists in the countries or regions where the Apple Business Services are available (including but not limited to 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), (ii) doing business or located in any of the U.S. embargoed countries or regions, or (iii) a military end user as defined and scoped in 15 C.F.R § 744. "**Control**" means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

E. if You access, use, or implement the Apple Business Services on behalf of a third party: (i) You are and shall be lawfully authorized to access, use, and implement the Apple Business Services on behalf of such third party in that capacity; (ii) Your access, use, and implementation of the Apple Business Services shall not exceed the lawful authorization provided by such third party; (iii) You have agreed to this Agreement and any other obligation required to use the Apple Business Services; and (iv) such third party has authorized You to communicate with Apple as reasonably necessary, including to validate the necessary authorizations specified herein and to provide information or materials required by applicable Law, and You shall assist Apple in such communications upon or at Apple's request; and

F. You have provided Apple with complete and accurate information regarding any majority owner, partner, officer, director, or manager of the Organization accessing the Apple Business Services that is, has been, or will become an official or employee of a Government Entity ("**Government Related Party**"). If at any time the Organization becomes aware, or otherwise has reason to believe, that a Representative has been or will become, a Government Related Party, then, to the extent permissible by Law, the Organization shall promptly notify Apple in writing.

9. DISCLAIMER OF WARRANTIES

YOU MAY HAVE NON-EXCLUDABLE RIGHTS OR REMEDIES UNDER LAWS IN YOUR JURISDICTION. NOTHING IN THIS AGREEMENT IS INTENDED TO OR HAS THE EFFECT OF LIMITING, MODIFYING, OR EXCLUDING ANY LIABILITY WHICH CANNOT BE SO LIMITED, MODIFIED OR EXCLUDED BY LAW. ANY AND ALL LIMITATIONS OR EXCLUSIONS OF APPLE'S LIABILITY IN THIS AGREEMENT SHALL APPLY ONLY TO THE MAXIMUM EXTENT SUCH LIMITATIONS ARE PERMITTED BY LAW.

APPLE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE APPLE BUSINESS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU ACKNOWLEDGE AND AGREE THAT APPLE, IN ITS SOLE DISCRETION, MAY IMPOSE LIMITS OR RESTRICTIONS ON THE USE OF OR ACCESS TO THE APPLE BUSINESS SERVICES, MAY REMOVE SOME OR ALL OF THE APPLE BUSINESS SERVICES FOR INDEFINITE PERIODS OF TIME, OR MAY CEASE TO OFFER THE APPLE BUSINESS SERVICES (OR ANY PART THEREOF) AT ANY TIME WITHOUT NOTICE OR LIABILITY TO YOU.

APPLE DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE APPLE BUSINESS SERVICES ARE AVAILABLE IN ALL LOCATIONS, AND, TO THE EXTENT THAT THEY ARE AVAILABLE, THAT ALL LANGUAGES USED IN SUCH LOCATIONS WILL BE AVAILABLE, AND APPLE MAKES NO REPRESENTATION THAT THE APPLE BUSINESS SERVICES ARE APPROPRIATE OR PERMISSIBLE FOR YOUR USE IN A PARTICULAR LOCATION.

YOU FURTHER ACKNOWLEDGE THAT THE APPLE BUSINESS SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR THE ERRORS OR INACCURACIES IN, ANY CONTENT, DATA, OR INFORMATION PROVIDED BY OR THROUGH THE APPLE BUSINESS SERVICES 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 ANY APPLE PERSONNEL SHALL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE APPLE BUSINESS SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE APPLE BUSINESS SERVICES IS AT YOUR SOLE RISK. THE APPLE BUSINESS SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TIMELINESS, QUIET ENJOYMENT, TITLE, ACCURACY, AND NON-INFRINGEMENT. APPLE DOES NOT REPRESENT OR GUARANTEE THAT THE APPLE BUSINESS SERVICES WILL MEET YOUR REQUIREMENTS, BE COMPATIBLE OR WORK WITH ANY OTHER APPLE PRODUCTS OR ANY THIRD PARTY SOFTWARE, APPLICATIONS, PRODUCTS, SERVICES, OR CONTENT, OR BE FREE FROM NETWORK FAILURES, LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND APPLE DISCLAIMS ANY LIABILITY RELATING THERETO.

10. INDEMNITY

You will, to the maximum extent permitted by Law, indemnify and hold harmless on an after tax basis and, at Apple’s sole option, defend Apple and its directors, officers, employees, affiliates, agents, contractors, and licensors (each, an “**Apple Indemnified Party**”) for (i) all amounts awarded in, or paid in settlement of, any arbitration, judicial or administrative action, suit, claim, demand, investigation, or proceeding (collectively, “**Proceeding**” and together with interest, “**Losses**”) and (ii) any out of pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including but not limited to court filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements (collectively, “**Litigation Expenses**,” and together with Losses, the “**Indemnifiable Losses**”) brought against one or more Apple Indemnified Parties, that arises out of or is in connection with : (a) Your or any Representative’s breach of this Agreement, breach of any representation, warranty, or covenant herein, failure to comply with any applicable Law, or acts or omissions in connection with the access to or use of the Apple Business Services; (b) Apple’s use of, on its own or in combination with other

content, or promotion of the Organization Information or Organization Content as permitted by this Agreement; (c) misappropriation, violation, or infringement of Apple's or any third party's patent, copyright, trademark, trade secret, mask work, or any other intellectual property or proprietary right in connection with this Agreement; (d) defamation arising out of Organization Content, or breach of the confidentiality or privacy of another; (e) false, deceptive, unfair, or abusive acts or practices in connection with the Organization Content; or (f) the performance of the Organization's obligations hereunder or use of the Apple Business Services cause personal injury or property damage (subsections (a) through (f) inclusively, collectively, "**Claims**"). You shall not make any admissions of liability, enter into any settlement of any Claim (or like agreement) that affects Apple's rights or binds Apple or any Apple Indemnified Party in any way, or publicize any settlement details related to Apple or any Apple Indemnified Party, without Apple's prior written consent.

Apple shall promptly provide notice to You of any Claim for which it seeks indemnification. If You do not respond within ten (10) days to such notice, You will be deemed not to dispute the Claim. To assume the defense of a Claim, You must provide notice to Apple that You accept Apple's request for defense. Promptly thereafter, You shall retain independent legal counsel that is reasonably acceptable to Apple to represent You in the Claim. An Apple Indemnified Party may participate in the defense of a Claim with counsel of its own choosing and without Your participation if (1) You notify the Apple Indemnified Party that You refuse to defend the Claim, (2) by midnight at the end of the tenth day after the Apple Indemnified Party provides notice to You of the Claim, You fail to provide notice to the Apple Indemnified Party that You will defend the Claim, or (3) representation of You and the Apple Indemnified Party by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. You shall pay any Litigation Expenses that an Apple Indemnified Party incurs in connection with the defense of a Claim before You assume the defense of that Claim. The amount which You will be required to pay with respect to any Indemnifiable Losses will be an amount sufficient to restore the Apple Indemnified Party on an after-tax basis to the same position such Apple Indemnified Party would have been in had such Indemnifiable Loss not been incurred.

11. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR PERSONAL INJURY, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING ANY COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF OR ACCESS TO, OR INABILITY TO USE OR ACCESS, THE APPLE BUSINESS SERVICES, INCLUDING, WITHOUT LIMITATION, FOR CORRUPTION OR LOSS OF DATA OR INFORMATION, LOSS PROFITS, BUSINESS INTERRUPTION, FAILURE TO TRANSMIT OR RECEIVE ANY DATA OR INFORMATION, ANY ERRORS OR OMISSIONS IN ANY PRODUCT, SERVICE, FEATURE, OR FUNCTIONALITY, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF OR INABILITY TO USE ANY PRODUCT, SERVICE, FEATURE, OR FUNCTIONALITY MADE AVAILABLE VIA APPLE BUSINESS, EVEN IF ADVISED OF THEIR POSSIBILITY, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, OR OTHERWISE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OR ANY REMEDY. IN NO EVENT SHALL APPLE'S TOTAL LIABILITY TO YOU UNDER THIS AGREEMENT FOR DAMAGES OF ANY KIND, WHETHER BY TORT OR CONTRACT (OTHER THAN AS MAY BE REQUIRED UNDER APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY U.S. DOLLARS ($50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. CONFIDENTIALITY

As part of Your use of the Apple Business Services, Apple may provide You, in any form (e.g., written, oral, visual, electronic, or any other tangible or intangible form), with nonpublic, proprietary, or confidential information or materials, whether or not labeled or designated as confidential, including access to pre-

release features that are not generally available to the public (collectively, "**Apple Confidential Information**"). You agree that all pre-release features (including pre-release documentation), and other Apple materials that disclose pre-release features, are deemed Apple Confidential Information; provided however that pre-release features will no longer be confidential upon their commercial release. You further agree that data and any user related activity related to the Apple Business Services that is obtained, generated, or created by or on behalf of Apple will be deemed Apple Confidential Information. Notwithstanding the foregoing, Apple Confidential Information will not include: (a) information that is generally and legitimately available to the public other than through Your fault or breach of this Agreement; (b) information that is generally made available to the public by Apple; (c) information that is independently developed by You without the use of or reference to any Apple Confidential Information; or (d) information that was lawfully obtained from a third party who had the right to transfer or disclose it to You without any obligation of confidentiality.

You covenant to protect Apple Confidential Information using at least the same degree of care that You use to protect your own confidential information of similar importance, but no less than a reasonable degree of care. You agree to use Apple Confidential Information solely for the purpose of accessing and using the Apple Business Services and performing your obligations under this Agreement and covenant not to use Apple Confidential Information for any other purpose, including for Your own or any third party's benefit. You further covenant not to disclose or disseminate Apple Confidential Information (i) to anyone other than Representatives who have a need to know in order to accomplish such purpose and who are bound by a written agreement that is at least as restrictive as the confidentiality obligations set forth herein; or (ii) except as otherwise agreed or permitted in writing in advance by Apple. You will be liable for any violation of the terms of this Section 12 by Representatives. You may disclose Apple Confidential Information to the extent required by applicable Law, provided that You take reasonable steps to notify Apple of such requirement before disclosing the Apple Confidential Information and to obtain protective treatment of the Apple Confidential Information. You acknowledge that damages for improper disclosure of Apple Confidential Information may be irreparable and therefore, Apple is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

13. DATA PRIVACY AND SECURITY

Unless otherwise specified in this Agreement, all data processing by Apple in connection with the Apple Business Services will be done in accordance with its publicly posted Privacy Policy, available at https://www.apple.com/legal/privacy/en-ww/ (or any successor thereto). For more information regarding which Apple entity is responsible for handling data relating to identified or identifiable individuals ("**Personal Data**") provided in connection with the Apple Business Services, please see https://www.apple.com/legal/privacy/en-ww/affiliated-company/. You agree to comply with all applicable Laws pertaining to Personal Data, including as applicable to transfers of Personal Data from any jurisdiction to any other jurisdiction.

By using the Apple Business Services, You acknowledge and agree that Apple may use information about Your use of the Apple Business Services, for, among other things, the purpose of providing, evaluating, modifying, or improving the Apple Business Services and for communicating with You about the Apple Business Services. You also acknowledge and agree that Apple may, among other things, collect and use data related to end user activities in connection with the Apple Business Services. This data is used for analyzing, reporting, and enhancing the Apple Business Services. All data collected by Apple in connection with the Apple Business Services will be processed and used in accordance with its publicly posted Privacy Policy, available at apple.com/privacy (or any successor thereto).

You further acknowledge and agree that You shall make no attempt to reidentify an individual using any data provided to You by Apple, including but not limited to reporting related to end users, without express written consent from Apple or where required by Law. Notwithstanding the foregoing, Personal Data associated with Your use of the Apple Business Services, including name, email address, and phone

number, will be visible to other accounts associated with the Organization in connection with providing and maintaining the Apple Business Services.

Consistent with Apple's policy on tracking, You agree that in connection with the Apple Business Services, You will not, and will not attempt to, access, use, or otherwise process any information that can be used to track any individual or device, except with the user's explicit permission by means of the App Tracking Transparency APIs. Tracking is defined by Apple's policies and guidelines, including at https://developer.apple.com/app-store/user-privacy-and-data-use (or any successor thereto).

14. MODIFICATION OR AMENDMENT

Apple reserves the right, at its discretion, to modify or amend this Agreement at any time with or without notice to You. If notice is provided, then such modified terms shall become effective upon notice to You in accordance with Section 18 (Notices), or at a later time as specified in such notice. You acknowledge and agree that regularly reviewing this Agreement is Your responsibility. IF YOU DO NOT AGREE TO ANY MODIFICATION TO THIS AGREEMENT, YOU SHALL IMMEDIATELY STOP ALL ACCESS TO AND USE OF THE APPLE BUSINESS SERVICES. YOUR CONTINUED USE OF THE APPLE BUSINESS SERVICES AFTER ANY MODIFICATION TO THIS AGREEMENT SHALL BE DEEMED AS YOUR ACCEPTANCE OF THIS AGREEMENT, AS MODIFIED.

15. TERMINATION OR SUSPENSION

Either Party, in its sole discretion, may terminate this Agreement at any time upon notice without cause; provided, however, that any continued use of the Apple Business Services by You after such notice of termination will be subject to the then-current Agreement. You may provide notice by e-mailing Apple's customer support team. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (a) any rights, licenses, consents, and authorizations granted by either Party to the other hereunder will immediately terminate, except for the licenses granted to Apple herein which will survive any expiration or termination of this Agreement; and (b) You will cease all access to and use of the Apple Business Services.

THE RIGHTS AND OBLIGATIONS SET FORTH IN SECTIONS 6(B) THROUGH 6(E) AND 7 THROUGH 25 WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, APPLE MAY, IN ITS SOLE DISCRETION, DIRECTLY OR INDIRECTLY, IMMEDIATELY AND WITHOUT ADVANCE NOTICE, SUSPEND, TERMINATE, OR OTHERWISE DENY YOUR ACCESS TO OR USE OF ALL OR ANY PART OF THE APPLE BUSINESS SERVICES, AND APPLE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY SHOULD IT EXERCISE SUCH RIGHTS. This Section 15 does not limit any of Apple's other rights or remedies, whether at law, in equity, or under this Agreement.

16. RELATIONSHIP OF THE PARTIES

This Agreement does not create and shall not be construed as creating any agency, partnership, joint venture, employment or fiduciary relationship, 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.

17. PRESS RELEASES OR OTHER PUBLICITY

You may not issue any press releases or make any other public statements regarding this Agreement or any relationship with Apple without Apple's express prior written approval, which may be withheld at Apple's sole discretion.

18. NOTICES

Any notices relating to this Agreement shall be in writing. All notices from Apple to You will be deemed given when sent to You at the email address or mailing address You provide to Apple in connection with

the Apple Business Services. You agree to regularly check Your email address and Your mailing address for notices from Apple to You, to promptly review all such notices, and to immediately notify Apple if You no longer have access to the email address or the mailing address You provided to Apple in connection with the Apple Business Services. Unless otherwise specified herein, all notices to Apple relating to this Agreement will be deemed given: (a) when delivered personally, (b) three (3) business days after having been sent by commercial overnight carrier with written proof of delivery, or (c) five (5) business days after having been sent by first class or certified mail, postage prepaid, by the foregoing methods stated in (a), (b), and (c), to: Apple Inc., Legal (attn: Apple Business Legal), One Apple Park Way, MS 37-2ISM, Cupertino, CA 95014, United States. A Party may change its email or mailing address by giving the other Party written notice as described above or through Apple Business.

19. DISPUTE RESOLUTION; GOVERNING LAW

All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "**ICC Rules**") by three arbitrators appointed in accordance with the ICC Rules.

The place of the arbitration shall be San Francisco, California. The language of the arbitration shall be English. In addition to the ICC Rules, the Parties agree that the arbitration shall be conducted according to the International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration.

The Parties undertake to keep confidential the fact of any arbitration and all awards in the arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

The direct expenses of the arbitration, including fees and expenses of the arbitrators, shall in principle be borne and shared equally by the Parties, subject to the ICC Rules. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the Party requesting such, unless requested by the arbitrators, which will then be borne and equally shared by the Parties. Each Party shall bear its own costs and attorney's fees, and the arbitrators shall not have the authority to award any Party's costs or attorney's fees to another Party.

This Agreement and any dispute arising under or in connection with this Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles, except that this arbitration clause and any arbitration hereunder shall be governed by the Federal Arbitration Act, Chapters 1 and 2. The Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Nothing in this Agreement shall prevent either Party from seeking provisional measures from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the Agreement to arbitrate or a waiver of the right to arbitrate. The Parties hereby waive any requirements for security for obtaining any provisional relief.

20. COMPLIANCE

You may not use, export, re-export, import, sell, or transfer the Apple Business Services, or any part thereof, except as authorized by the Laws of the United States, the Laws of the jurisdiction in which You access Apple Business or use the Apple Business Services, or any other applicable Laws. In particular, but without limitation, You agree that the Apple Business Services may not be used, exported, or re-exported in or to any U.S. embargoed countries or by 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.

21. THIRD-PARTY MATERIALS

Portions of the Apple Business Services may display, include, utilize, or make available information, software, materials, or services from third parties or provide links to certain third-party websites ("**Third-Party Materials**"). Acknowledgements, licensing terms, and disclaimers for the Third-Party Materials are contained in the electronic documentation for the Apple Business Services or applicable part thereof, and Your use of the Third-Party Materials is governed by their respective terms.

Apple makes no representation that the Apple Business Services or Third-Party Materials are appropriate, accurate, or available for use in any particular location. To the extent You choose to use or access Third-Party Materials, You do so at Your own risk and are responsible for compliance with any applicable Laws, terms, or other requirements. Apple does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any Third-Party Materials, or for any other materials, products, or services of third parties. The Apple Business Services and Third-Party Materials may not be available in all languages or in all countries or regions.

22. OTHER AGREEMENTS

Any other agreements in effect between You and Apple that do not incorporate this Agreement or are not incorporated herein or therein by reference ("**Other Agreements**") are separate from this Agreement. Except as otherwise specified in writing herein or in the Other Agreements, this Agreement will in no event be deemed to be the terms of the Other Agreements and vice versa. No breach of this Agreement will constitute a breach of the Other Agreements and vice versa. You acknowledge and agree that the performance of Your obligations under this Agreement shall not be conditioned on Apple entering into any further agreements or providing any additional representations or warranties relating to the Apple Business Services.

23. GOVERNING LANGUAGE

THE UNITED STATES, ENGLISH LANGUAGE VERSION OF THIS AGREEMENT SHALL BE THE ORIGINAL, GOVERNING INSTRUMENT, AND UNDERSTANDING OF THE PARTIES. IF THIS AGREEMENT IS MADE AVAILABLE BY APPLE IN ANY OTHER LANGUAGE OR IN ANY OTHER ENGLISH LANGUAGE VERSION, THEN THE UNITED STATES, ENGLISH LANGUAGE VERSION SHALL GOVERN AND CONTROL IN THE EVENT OF ANY CONFLICT WITH ANY TRANSLATION INTO ANOTHER LANGUAGE OR ANY OTHER ENGLISH VERSION (TO THE EXTENT THIS DOES NOT CONTRADICT MANDATORY PROVISIONS OF APPLICABLE LAW), UNLESS SUCH OTHER VERSION EXPLICITLY STATES OTHERWISE. If You are a government agency, department, instrumentality or organization in France or the Province of Quebec, Canada, 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*.

24. SOVEREIGN IMMUNITY

To the extent You may be entitled in any jurisdiction to claim for Yourself or Your assets immunity (whether state or sovereign or otherwise) from service of process, jurisdiction, suit, judgment, execution, attachment (whether before judgment, in aid of execution, or otherwise), or legal process with respect to Your obligations under this Agreement, or to the extent that, in any such jurisdiction, such immunity (whether or not claimed) may be attributed to You or Your assets, You hereby irrevocably agree not to claim, and hereby irrevocably waive, such immunity to the fullest extent permitted by the Laws of such jurisdiction with the intent, inter alia, that such waiver of immunity shall have irrevocable effect.

25. MISCELLANEOUS

This Agreement constitute the entire agreement between You and Apple and governs Your access to and use of the Apple Business Services, superseding all prior agreements between You and Apple, except as set forth in Section 22 (*Other Agreements*). Apple may assign its rights and obligations in this Agreement, in whole or in part, without restriction or notice. You may not assign this Agreement (or Your obligations hereunder), including, without limitation, by operation of law or merger, or any other means without Apple's

prior written approval, and any attempt to assign this Agreement without such prior written approval is null and void. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a matter consistent with applicable Law to reflect, as nearly as possible, the original intentions of the Parties, and the remaining portions shall remain in full force and effect. Apple's failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision, or any other right or provision of this Agreement. Any Laws that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Apple will not be responsible for failure to fulfill any obligations due to causes beyond its control. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement. This Agreement is not to the benefit of any third parties. The conjunction "or" will be understood in its inclusive sense (and/or). You and Apple wholesale reject any of Your clickwrap or other standard terms and conditions attached to an order, confirmation, submission of Organization Content or Organization Information, or other document, and such terms are not applicable to Apple and are wholly disclaimed.

Schedule A
(to the Terms of Service)
Apple Business Services Guidelines

Apple reserves the right to interpret these guidelines and take (or refrain from taking) action in its sole discretion. Without affecting any other remedies that may be available to Apple, Apple may permanently or temporarily remove or disable access to unacceptable Organization Content or terminate or suspend Your access to and use of the Apple Business Services without notice or liability if Apple (in its sole discretion) determines that You (including any Representative) have violated these guidelines. You agree to cooperate with Apple to investigate and remedy any violation.

The following are prohibited:

1. DISRUPTION.

A. Compromising the security or operation of Apple's systems, including but not limited to probing, scanning, or testing the vulnerability of any system or network that hosts the Apple Business Services. This prohibition does not apply to security assessments expressly permitted by Apple.

B. Tampering with, reverse-engineering, or hacking the Apple Business Services, circumventing any security or authentication measures, or attempting to gain unauthorized access to Apple Business Services, related systems, networks, or data.

C. Modifying, disabling, or compromising the integrity or performance of the Apple Business Services or related systems, network or data.

D. Deciphering any transmissions to or from the servers running the Apple Business Services.

E. Overwhelming or attempting to overwhelm Apple infrastructure by imposing an unreasonably large load on Apple systems that consumes extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:

i. Using "robots," "spiders," "offline readers," or other automated systems to send more request messages to Apple servers than a human could reasonably send in the same period of time by using a normal browser;

ii. Going far beyond the use parameters for any Apple Business Service as described in the Documentation; or

iii. Consuming an unreasonable amount of storage for music, videos, or other content in a way that's unrelated to the purposes for which the Apple Business Services were designed.

2. WRONGFUL ACTIVITIES.

A. Misrepresentation of Yourself or disguising the origin of any Organization Content (including by "spoofing," "phishing," manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Apple or any third party).

B. Using the Apple Business Services to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, collecting or gathering other people's personal information (including account names or information) from the Apple Business Services, inferring characteristics or personal information (including sensitive information) about other people using the Apple Business Services, or analyzing or using the Apple Business Services in any manner to attempt to derive the identity of any person or device, or otherwise attempt to correlate data provided through the Apple Business Services with any person or device.

C. Using the Apple Business Services to stalk, track, or monitor others or to harass, bully, intimidate, or post direct, specific threats or acts of violence (including terrorism) against others.

D. Using the Apple Business Services in furtherance of any illegal or unlawful purpose (including without limitation the development, design, manufacture, or production of nuclear, missile, chemical, or biological weapons) or in violation of any Laws (including without limitation data privacy and export control laws).

E. Accessing or searching any part of the Apple Business Services by any means other than through Apple Business or the APIs.

F. Using meta tags or any other "hidden text" including Apple's or Apple's suppliers' product names or trademarks.

G. Using the Apple Business Services for the purpose of providing alerts on disaster scenarios or any other situations directly related to health or safety, including but not limited to acts of terrorism, natural disasters, or emergency response.

H. Using the Apple Business Services to engage in, promote, or facilitate practices or behaviors that could lead to discriminatory, unfair, or harmful treatment of individuals or groups of people, particularly on the basis of sensitive or protected attributes or characteristics.

I. Removing, obscuring, or altering any copyright notices, trademarks, or any other proprietary rights or legal notices, documents, or hyperlinks that may appear in or be provided through the Apple Business Services.

J. Copying, modifying, or creating Derivative Works of any portion of the Apple Business Services, using the Apple Business Services to create or enhance a competing service or product, or accessing or using the Apple Business Services in any unauthorized manner that attempts to pre-fetch, cache, index, extract, scrape, or reutilize any portion of the Apple Business Services, including but not limited to unauthorized bulk downloads of content or data, or creation of any databases based upon content or data provided through the Apple Business Services.

K. Selling, leasing, or renting access to the Apple Business Services (or any part thereof) to any third party, except as expressly permitted by Apple.

3. INAPPROPRIATE COMMUNICATIONS.

A. Using the Apple Business Services to generate or send chain letters, spam, any bulk messaging, or any other form of unwanted communication that does not comply with applicable spam Laws, including, but not limited to, unsolicited advertising, promotional materials, or informational announcements.

B. Transmitting any computer viruses, worms, trojan horses, or other malware.

C. Soliciting Apple users for commercial purposes, unless expressly permitted by Apple.

D. Disparaging Apple or our partners, vendors, or affiliates.

E. Promoting or advertising products or services other than Your own without appropriate authorization.

4. INAPPROPRIATE CONTENT.

A. Posting, uploading, sharing, submitting, or using the Apple Business Services to generate, facilitate, promote, or otherwise provide Organization Content that:

i. Violates or infringes Apple's or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights, rights of publicity, or any other intellectual property right or proprietary or contractual right, or where Apple receives notice of alleged violation or infringement;
ii. You don't have the right to provide to Apple;
iii. Includes user generated content (e.g., ratings and reviews) in which You don't have a direct relationship with the originator of such content, unless You have all the necessary permissions and consents to use and deliver such content to Apple;
iv. Includes personal, private, or confidential information belong to others;
v. Requests personal, private, or confidential information from others, including from a child under the age of 13 (or age of majority in Your jurisdiction);
vi. Offers any kind of compensation or incentive in exchange for a rating or review;
vii. Is false, misleading, deceptive, manipulative, fraudulent, illegal, unlawful, obscene, vulgar, defamatory, libelous, threatening, abusive, harmful, sexually explicit (including child sexual abuse or exploitation material, which Apple will remove and report to law enforcement), indecent, harassing, derogatory, or hateful;
viii. Impersonates, or misrepresents Your affiliation with, another person, organization, or entity;
ix. Depicts or encourages serious harm or any form of violent, illegal, terrorist, tortious, fraudulent, malicious, or dangerous conduct;
x. Is intended to be inflammatory;
xi. Attacks or discriminates against others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, medical condition, or other similar status;
xii. Contains malware, spyware, viruses, Trojan horses, bots, worms, time bombs, ransomware, scripting exploits, or other similar harmful or deleterious programming routines;
xiii. Could otherwise cause injury, damage, death, or credible risk of harm to Apple, the services, its users, or any third party; or
xiv. Has been previously removed for violating the Guidelines.

5. PROHIBITED USES.

A. You will not use any Apple Business Services to:

i. Seek or provide advice that would ordinarily be provided by a qualified or licensed professional, including legal, medical, health, financial, or other professional advice of any kind;
ii. Make automated decisions with legal or similarly significant effects, including in any domains that may affect an individual's rights, safety, health, or well-being (for example, in the domains of finance, credit, insurance, employment, housing, education, essential services, law or law enforcement, migration, management of critical infrastructure, judicial proceedings, or social scoring);
iii. Engage in activities classified as prohibited or high-risk use under the Laws of the jurisdictions that apply to Your use and any output You generate, including, for example, (1) to infer the emotions of an individual in workplace and educational settings, (2) to categorize individuals using their biometric data to deduce or infer sensitive attributes (for example, race or political opinions), or (3) to evaluate or classify individuals based on their social behavior or personal characteristics in a way that leads to detrimental or unfavorable treatment;
iv. Engage in political campaigning or lobbying, including generating campaign materials to influence a political process, or to interfere with participation in electoral, democratic, or civic processes; or
v. Mislead individuals into believing that they are communicating with a human when they are not or claim that any Organization Content generated through artificial intelligence was generated by a human.

B. It is a violation of these guidelines to use the Apple Business Services to:

i. Seek to override or circumvent the technical or safety measures designed to safeguard the Apple Business Services, including, for example, by using techniques such as prompt injection and

jailbreaking, or intentionally prompt the Apple Business Services to act in a manner that violates these guidelines;

ii. Depict or impersonate any other individual or organization without their consent, authorization, or legal right to do so; or

iii. Engage in, generate, or promote disinformation, misinformation, false online engagement (such as fake reviews), plagiarism, or academic dishonesty.

Attachment 1
(to the Terms of Service)
Additional Terms for Brand Services

The terms set forth in these Additional Terms for Brand Services apply when You utilize Brand Services, such as Branded Mail, Brand Profiles, and adding or claiming one or more locations on Apple Maps ("**Places**"). When You add or claim a Place, You can provide data, information, or content, such as address, phone number, hours of operation, website, social media page, photos, ratings, reviews, images, and actions (collectively, "**Location Data**") for that Place. For the avoidance of doubt, any Location Data You provide constitutes Organization Content under the Agreement.

A. WEBSITE CONTENT

To the extent You submit, provide, or otherwise make available to Apple through Your use of the Apple Business Services any domains or websites, including as part of Organization Information ("**Organization Websites**"), You hereby grant Apple permission to extract, copy, transmit, or cache publicly available information and content from the Organization Websites ("**Website Content**") for the purposes described in the Agreement. Apple may use Website Content to recommend text and content that You may save or approve ("**Approved Website Content**"). For the sake of clarity, Website Content and Approved Website Content constitutes Organization Content under the Agreement.

B. LICENSE TO APPLE

You hereby grant to Apple a non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicensable, worldwide right and license to use, display, perform, modify, adapt, compile, reproduce, copy, distribute (directly or indirectly), transmit, create Derivative Works based upon, and otherwise exploit the Organization Content (or Apple's Derivative Works thereof), in whole or in part and in any media now known or later discovered, to enable Apple, among other things, to operate, provide, improve, and promote the Apple Business Services, perform and exercise rights under this Agreement, and support users of Apple Products in search, discovery, and interaction with businesses. As part of providing the Apple Business Services, Apple may enable third party developers to access the Organization Content through an Apple Product for use in conjunction with third party developer applications and websites. Apple shall have the right, but not the obligation to exercise any or all of the rights and licenses granted under this Agreement.

C. OWNERSHIP

Apple shall own and retain all rights, title and interest in and to designs, ideas, drawings, notes, reports, documentation, hardware, software, prototypes, algorithms, models, processes, know-how, trade secrets, products, services, data, materials, or any other tangible or intangible items developed or created in connection with or related to Apple's use of the Organization Content. For clarification, Apple is not obligated to disclose any Derivative Works to the Organization.

D. USE OF API

Location Data that is provided via the APIs must comply with the Apple Maps Business Listing Integration Specification Document, available at https://business.apple.com/docs/api/v1/introduction.

E. DATA VERIFICATION

You acknowledge and agree that Your use of the Brand Services may require Apple to contact You using the Location Data You provided (e.g., phone number), via manual or automated means, for verification or other purposes related to providing the Apple Business Services.

F. AGENCIES

If the Organization Content includes Location Data for Places You do not own or control, then You must select the "**Agency**" option when registering the Organization on Apple Business.

G. DELEGATION

You may delegate to one or more Agencies ("**Delegates**") to access and use the Apple Business Services on Your behalf. As between You and Apple, You are responsible and liable for (a) any data or content that You (and any Representative or Delegate) provide or otherwise make available to Apple, (b) any acts or omissions of Representatives or Delegates, including activities that occur on or through all accounts and keys associated with the Organization, and (c) any violations of the terms of the Agreement by Representatives or Delegates. For the purposes of the Agreement, Delegates shall be treated as Representatives.

H. PERSONAL DATA

You will not provide Apple with any Location Data containing Personal Data with the exception of Personal Data of natural persons acting as small or medium-sized businesses ("**SMBs**"); provided that to the extent any Personal Data is inadvertently shared by Apple to You pursuant to the Agreement, You will promptly delete it and comply with any deletion requests that You receive from individuals.

In addition to Your indemnification obligations under the Agreement, You will be liable for the damage caused to any individual as a result of Your processing of Personal Data, where You have not complied with Your obligations under this Agreement or any applicable Laws pertaining to Personal Data, or where You have acted outside or contrary to lawful instructions from Apple.

I. REPRESENTATIONS AND WARRANTIES

In addition to the Representations and Warranties set forth in Section 8 (*Representations and Warranties*), You represent, warrant, and covenant that:

i. You are the sole and exclusive owner of the Location Data and You have full power to grant the rights granted to Apple in this Agreement, or You otherwise have all rights, licenses, approvals, and/or consents from the owner(s) of the Location Data to grant the rights being granted to Apple under this Agreement;

ii. Location Data will not contain any data, code, or other materials that are subject to a GPL (GNU Public License) or LGPL (Lesser GNU Public License) license, ODbL (Open Database license), or any other license (1) that would impose obligations on Apple to distribute or disclose any data or software with which the Location Data is combined or to permit third parties to reverse engineer or replace any portions of any data or software with which Location Data is combined, (2) that would require Apple to license patent rights to any party, or (3) that would impose any other obligation or limitation on Apple not expressly set forth in the Agreement;

iii. You will (1) comply, and will ensure that Representatives and Delegates comply, with Section I (*Personal Data*), and all applicable Laws, including without limitation those pertaining to Personal Data; and (2) ensure that You have a legitimate legal basis for processing of, disclosing to, and otherwise allowing the use by Apple of Personal Data related to SMBs pursuant to the terms of the Agreement, including, without limitation, Section C (*License to Apple*) above;

iv. If You provide Location Data from the territory of India, You are certified in accordance with the Guidelines for acquiring and producing Geospatial Data and Geospatial Data Services including Maps, under DSTs Letter F.No.SM/25/02/2020 (Part-I) dated 15th of February 2021 (the "**Geospatial Guidelines**") and You are otherwise in compliance with, and all Location Data from the territory of India is in compliance with, the Geospatial Guidelines; and

v. You are not required to register as a data broker in California, Vermont, Texas, or any other jurisdiction that requires a business that collects, licenses or sells data from consumers with which it has no direct interaction to register in such jurisdiction.

J. EXPORT CONTROL

You agree that You will not export, re-export, resell, or transfer any commodity, technical data, or software: (i) in violation of such limitations imposed by the United States, 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 licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, the European Union, or any

other appropriate national government authority with jurisdiction; or (iv) to any person or firm designated as a sanctioned party by the United States Government or other relevant foreign government authority with jurisdiction (sanctioned party list examples: United Nations Sanctions List, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, United Kingdom Sanctions List, European Union Sanctions List), without appropriate government authorization. Furthermore, You agree that You will not provide to Apple any Organization Content from a sanctioned party or from a sanctioned region or an embargoed country.

K. EFFECT OF TERMINATION

These Additional Terms for Brand Services will survive expiration or termination of the Agreement. For the sake of clarity, the licenses granted to Apple herein will survive any expiration or termination of the Agreement. Termination or expiration will not relieve You or Apple of any liability arising from any breach of the Agreement. Neither Party will be liable to the other for damages of any sort solely as a result of terminating the Agreement in accordance with its terms, and termination of the Agreement will be without prejudice to any other right or remedy of either Party. For the avoidance of doubt, Apple shall not be required to delete, rewind, or re-train any models developed using Organization Content.

Attachment 2
(to the Terms of Service)
Additional Terms for Managed Services

Subject to availability in the country or region in which You are domiciled, the terms set forth in these Additional Terms for Managed Services apply to (i) the enrollment of Your Authorized Devices into Apple Business; (ii) use of the device management functionality as part of Apple Business or other mobile device management ("**MDM**") solutions within Organization; (iii) the acquisition and distribution of Volume Content for Authorized Users and/or Authorized Devices; (iv) the creation, distribution, and management of Managed Apple Accounts for Your Authorized Users; (v) the transmission, storage, and maintenance of data by Apple on behalf of Organization in connection with the Managed Services; (vi) access to Apple facilitation tools, such as iCloud storage, employee directory and email; (vii) access to subscriptions for related services, such as additional iCloud storage and AppleCare+ for Business, by Your Authorized Users; and (viii) the enablement of additional features and functionality of the Managed Services for Your Authorized Users (collectively, the "**Managed Services**").

1. DEFINITIONS.
Capitalized terms defined both in the Agreement and these Additional Terms for Managed Services shall have the meaning set forth herein and control with respect to these Additional Terms for Managed Services:

"**Administrators**" means employees, Contract Employees, or Service Providers of Organization who have been added to Apple Business Services for purposes of account management (e.g., administering servers, uploading MDM provisioning settings, adding devices to Your account, purchasing subscriptions and Volume Content, and performing other related services.

"**Apple**" means the following: (a) **Apple Inc.**, located at One Apple Park Way, Cupertino, California 95014 U.S.A, for Organizations domiciled in the United States, including Puerto Rico; (b) **Apple Canada Inc.**, located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada, for Organizations domiciled in Canada or its territories and possessions; (c) **Apple Services LATAM LLC**, located at 2811 Ponce de Leon Boulevard, Floor 12, Coral Gables, Florida, for Organizations domiciled in Mexico, Central or South America, or any Caribbean country or territory (excluding Puerto Rico); (d) **iTunes K.K.**, located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Japan, for Organizations domiciled in Japan; (e) **Apple Pty Limited**, located at 20 Martin Place, Sydney NSW 2000, Australia, for Organizations domiciled in Australia and New Zealand, in any of their territories, and affiliated jurisdictions; (f) **Apple Services Pte. Ltd.**, located at 7 Ang Mo Kio Street 64, Singapore 569086 for Organizations domiciled in South Korea; and (g) **Apple Distribution International Ltd.**, located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for Organizations domiciled in all other countries or territories not specified above in which the Managed Services are offered.

"**Apple Services**" means the App Store, Apple Books, Apple Online Store, AppleCare, iCloud, and other Apple services as available to Your Authorized Users under the Agreement.

"**Apple Software**" means the iOS, iPadOS, macOS, tvOS, visionOS, and watchOS operating system software, or any successor versions thereof.

"**Authorized Devices**" means Apple-branded devices that are owned or controlled by You, have been designated for use by Authorized Users or Permitted Users only, and that are eligible for use in the Managed Services. For the avoidance of doubt, devices that are personally-owned by an individual (e.g., "BYOD" devices) are not permitted to be enrolled in supervised device management (e.g., configured with Device Enrollment Settings) as part of the Managed Services, unless otherwise agreed by Apple in writing, and not all devices are eligible to be added to the Managed Services.

"**Authorized Users**" means employees, Contract Employees, and Service Providers of (i) the Organization and/or (ii) the Organization's directly or indirectly wholly-owned subsidiaries, if applicable. If You are a hospital, the term "Authorized Users" also includes credentialed physicians, referring physicians and clinicians). For clarity: (i) Representatives who are not employees, Contract Employees and Service Providers as set forth in this definition are not considered Authorized Users; and (ii) You may request, and Apple may approve, in its sole discretion, other similar users to be included as "Authorized Users"; however, no other parties shall be included in this definition without Apple's prior written consent. You represent and warrant that all Authorized Users are of legal age of majority in Your jurisdiction.

"**Contract Employees**" means individuals who perform work or provide services on behalf of an entity on a non-piece-rate basis and who have internal use access to the entity's private information technology systems (e.g., VPN) and/or secured physical premises (e.g., badge access to corporate facilities).

"**Device Enrollment Settings**" means settings for an Apple-branded device that can be configured and managed as part of the Managed Services, 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.

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

"**Managed Apple Account(s)**" means a user account (including but not limited to storage, calendar, notes, and contacts) that You create and deploy through the use of the Managed Services.

"**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 Managed Services.

"**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) if You deploy an app on Authorized Devices in Restricted App Mode (e.g., a point-of-sale provider who deploys its app-based payment system on iPads), Your customers who are using such app in Restricted App Mode on the Authorized Device. Further, any such app must be developed and distributed in accordance with the terms of the Apple Developer Program License Agreement (e.g., distribution of a Custom App). For clarity, You may request, and Apple may approve, other entities similar to those identified in subsections (a) and (b) above; however, no other entity shall be included in this definition without Apple's prior written consent.

"**Permitted Users**" means employees and Contract Employees of Your Permitted Entity.

"**Personal Data**" means data that can be reasonably used to identify an individual that is under the control of the Organization under the Agreement.

"**Restricted App Mode**" means when an Apple-branded device is supervised and configured through the Managed Services such that (a) the device automatically launches and is locked into a single application upon activation and no other operating system functionality can be accessed; or (b) the device cannot be personalized by an end-user (e.g. the device settings prohibit the Mail app from configuration with personal credentials, Volume Content cannot be acquired from the App Store with a personal Apple Account, etc.).

"**Service Provider**" means a third-party who provides a service on Your behalf in accordance with the Agreement.

"**Server Token**" means the combination of Your public key, Apple Account and a token provided by Apple that permits Your MDM Server(s) to be registered with the Managed Services.

"**Sub-processor**" means a third party that performs certain tasks on Apple's behalf, such as processing or storing data and providing customer service, in connection with Apple's provision of the Managed Services.

"**Volume Content**" means apps, books and any other material or information that may be licensed or acquired as part of the Managed Services pursuant to the Volume Content Service Addendum attached hereto.

2. USE OF MANAGED SERVICES

2.1 Generally. As a condition to using the Managed Services, Organization acknowledges and agrees that:

A. Organization is solely responsible for ensuring that its use of the Managed Services complies with all applicable laws and regulations, and is limited to the purposes and in the manner expressly permitted by this Agreement and the Documentation. This responsibility extends to, but is not limited to, all applicable laws and regulations for the storage of data when using the Managed Services;

B. Organization is not permitted to use any of the Managed Services for any unlawful, improper, inappropriate, or illegal activity;

C. Organization is permitted to use the Managed Services to manage Authorized Devices for use only by Authorized Users and Permitted Users and not for general deployment to third parties (except as otherwise expressly permitted herein), and Organization will be responsible for all use of the Authorized Devices by such users, including but not limited to obtaining consents and providing appropriate information to users about the managed features of such devices;

D. Organization will be responsible for all use of the Managed Services by its Permitted Entities (and any Permitted Users of the Permitted Entity), and any actions undertaken by its Permitted Entity shall be deemed to have been taken by Organization, and Organization (in addition to its Permitted Entity) shall be responsible to Apple for all such actions.

E. Organization will obtain all necessary rights and consents from its Authorized Users and Permitted Users to deploy its Authorized Devices as permitted hereunder;

F. Organization will have the rights to purchase and manage Volume Content as may be permitted through the Managed Services and will comply with all applicable terms for the use of Volume Content;

G. Organization will obtain all necessary rights and consents from its Authorized Users where necessary to create Managed Apple Accounts and to allow Apple to provide the Managed Services for Managed Apple Accounts (including processing of Personal Data);

F. Organization may add Administrators to the Managed Services, but only if such individuals are employees or Contract Employees of Organization or are Service Providers acting on Organization's behalf, and Organization may add such parties only for account management purposes;

G. Organization will not resell any Authorized Devices with Device Enrollment Settings enabled and agrees to remove such devices from the Managed Services prior to reselling them or transferring them to third parties in any way; and

H. Organization is permitted to use the Managed Services only for its own (and its Permitted Entity's) internal business operations and information technology purposes and is not permitted to provide a device or service to third parties (other than to a Permitted Entity that is covered under subsection (c) of the "Permitted Entity" definition) that integrates with or leverages services or information provided by the Managed Services or uses the Managed Services in any way, or as otherwise agreed by Apple in writing.

2.2 No Other Permitted Uses. Organization agrees not to exploit the Managed Services in any way unauthorized by the Agreement, 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. Organization may not license, sell, share, rent, lease, assign, distribute, host, permit timesharing or service bureau use, or otherwise make the Managed Services (or any components thereof) available to any third-party, except as expressly permitted in the Agreement. Organization agrees not to use the Managed Services to upload, download, post, email, transmit, store or otherwise make available: (i) any content that is unlawful, harassing, threatening, harmful, defamatory, obscene, invasive of another's privacy, hateful, racially or ethnically offensive or otherwise objectionable; (ii) any content that infringes any copyright or other intellectual property, or violates any trade secret, or contractual or other proprietary right; (iii) any unsolicited or unauthorized email message, advertising, promotional materials, junk mail, spam, or chain letters; and/or (iv) any content that contains viruses or any computer code, files or programs designed to harm, interfere with or limit the normal operation of the Managed Services or any other computer software or hardware. Organization further agrees that it will not use the Managed Services 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 reasonably deemed or suspected to be an impersonation or misrepresentation of another entity or person's name or identity. Organization will not interfere with the Managed Services, or with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Managed Services 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 the 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. Organization agrees to use the Server Token only for purposes of enrolling Organization's MDM Server into the Managed Services and uploading Device Enrollment Settings that will be sent to Authorized Devices when they are initially activated by Authorized Users and Permitted Users. Organization agrees not to provide or transfer its Server Token to any other entity or share it with any other entity, excluding its Service Provider. Organization 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 Organization 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 if Apple has reason to believe that (i) the security and privacy of a Server Token has been compromised or (ii) a breach of this Agreement has occurred. Further, Organization understands and agrees that regenerating the Server Token will affect Organization's ability to use the Managed Services until a new Server Token has been added to the MDM Server.

2.4 Managed Apple Accounts. You may create Managed Apple Accounts for Your Authorized Users, to access and use as part of the Managed Services in accordance with the Agreement. Subject to availability in the country or region in which You are domiciled, You are responsible for deciding which features and functionality of the Managed Services to enable for Your Authorized Users and for the creation, use, and management of Managed Apple Accounts.

To create a Managed Apple Account for use by an Authorized User, the following information, which may include Personal Data, is needed: name, proposed role, password, email address (for contact purposes), and phone number. In order to protect the security of Authorized Users' accounts and preserve Your ability to easily reset Your Authorized Users' passwords online, You should keep this information confidential. You agree to deploy Managed Apple Accounts only for Your own internal business or information

technology purposes and only to Your Authorized Users. You agree not to share, sell, resell, rent, lease, lend, or otherwise provide access to Managed Apple Accounts to anyone other than Your Authorized Users. You may disable, suspend, or delete Managed Apple Accounts from Your account (e.g., if an Authorized User leaves Organization). Apple reserves the right to limit the number of Managed Apple Accounts that may be created for Your Authorized Users and the number of Authorized Devices associated with an account. Additional information, including Personal Data, may be needed for certain features and functionality of the Managed Services You enable for Your Authorized Users, such as a directory.

If You make available other Apple Services for Your Authorized Users to sign into, or allow Your Administrators or Authorized Users to register Your Organization for other Apple Services, You agree to allow the Apple Services to access and display information about Your Organization and Personal Data associated with Your Administrator's or Authorized User's Managed Apple Accounts for registration and contact purposes. You also agree to allow the Apple Services to store data in the accounts associated with those Authorized User's Managed Apple Accounts, and for Apple to collect, store and process such data in association with Your and/or Your Authorized User's use of the Apple Service in accordance with applicable laws. If You are domiciled in mainland China, You understand relevant iCloud functionalities to support the use of the Apple Service are provided by AIPO Cloud (Guizhou) Technology Co. Ltd. (GCBD), and Your use of such functionalities is subject to iCloud operated by GCBD Terms and Conditions (https://www.apple.com/legal/internet-services/icloud/en/gcbd-terms.html), as applicable. You are responsible for ensuring that You and Your Authorized Users are in compliance with all applicable laws for each Managed Apple Account based on the Apple Service You allow Your Authorized Users to access. If Your Administrators, managers or staff access certain Apple Services, Apple may communicate with Your Authorized Users about their use of the Apple Service.

2.5 Permitted Entities and Permitted Users. Subject to the terms of the Agreement, Permitted Entities and Permitted Users may access the Managed Services under Your account, excluding the use and deployment of Managed Apple Accounts (unless otherwise separately approved in advance and in writing by Apple). You shall be responsible for compliance with the terms of the Agreement by the Permitted Entities and Permitted Users and shall be directly liable to Apple for any breach of the Agreement by Your Permitted Entities and Permitted Users. If You (or Service Provider acting on Your behalf) add Apple-branded devices to the Managed Services that are owned by a Permitted Entity, You represent and warrant to Apple that the Permitted Entity has authorized You to add such devices, that You have control of such devices, and that You have the authority to accept EULAs on behalf of the Permitted Entity (and its Permitted Users, if applicable). Apple reserves the right to: set limitations on the Managed Services features or functionality that Organization may allow its Permitted Entity (or Permitted Users) to access or use, and to require You to remove any Permitted Entities or Permitted Users from Your account at any time, in its sole discretion.

2.6 Third-Party Service Provider. You are permitted to use a Service Provider only if the Service Provider's access to and use of the Managed Services on Apple Business is done on Your behalf and in accordance with the Agreement, 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 in the Agreement. Any actions undertaken by any such Service Provider in relation to the Managed Services and/or arising out of the 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). In the event that any actions or inactions by the Service Provider could constitute a violation of the Agreement or otherwise cause any harm, Apple reserves the right to require You to cease using such Service Provider.

2.7 Apple Software End User License Agreements. As part of the Managed Services, Organization may elect to have its Authorized Users and Permitted Users accept the terms and conditions for the Apple Software outside of the normal initial activation process on a device. Organization may use this feature of the Managed Services as long as Organization agrees to the following requirements:

A. Organization's authorized representative must accept the EULAs for the Apple Software on the Apple Business web portal prior to deploying Authorized Devices running such Apple Software to Authorized Users and Permitted Users;

B. If the EULAs for the Apple Software have changed, Organization agrees to have its authorized representative return to the Apple Business web portal and accept such EULAs promptly upon notice from Apple in order to continue using the Managed Services. Organization acknowledges that it will not be able to use the Managed Services, including associating additional Authorized Devices with its MDM Server, until such EULAs have been accepted;

C. Organization is responsible for ensuring that such EULAs are provided to Authorized Users and Permitted Users, and that each Authorized User and Permitted User is aware of and complies with the terms and conditions of the EULAs for the Apple Software; and

D. Organization agrees to be responsible for obtaining any required consents for Authorized Users' and Permitted Users' use of the Apple Software.

For the avoidance of doubt, nothing in the Agreement supersedes the EULAs for the Apple Software.

2.8 Purchasing Volume Content. The ability to purchase, license, and distribute apps and books via the Volume Content Service within Apple Business is strictly limited to Organizations domiciled in, or with verifiable operations within the countries or regions where the Volume Content Service is currently available. The list of such available countries and regions can be viewed at https://support.apple.com/102867. Use of the Volume Content Service outside of the available countries or misrepresenting Your country or region of domicile to access the Volume Content Service is strictly prohibited.

The Volume Content Service is not enabled by default and is activated solely at the discretion of the Organization. You may choose to enable Your Administrators to access Volume Content by granting them purchasing authority and allowing them to access the Volume Content on the Managed Services. Purchases You choose to transact through the Volume Content Service are subject to the Volume Content Service Addendum attached hereto and the restrictions of the Agreement.

3. ADDITIONAL OBLIGATIONS

Organization represents and warrants that:

A. Organization will monitor and be responsible for its Representatives, Administrators', Service Providers', Authorized Users', Permitted Users', and Permitted Entities' use of the Managed Services and their compliance with the terms of the Agreement;

B. Organization will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by Organization, its Representatives, Administrators, Service Providers, Authorized Users, Permitted Users, Permitted Entities, and Authorized Devices, in connection with the Managed Services;

C. Organization is solely liable and responsible for ensuring compliance with all privacy and data protection laws (e.g., Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing directive 95/46/EC ("GDPR")) regarding the use of the Managed Services and use or collection of data, including Personal Data, and information through the Managed Services;

D. Organization is responsible for its activity related to Personal Data (e.g., safeguarding, monitoring, and limiting access to Personal Data, preventing and addressing inappropriate activity, etc.); and

E. Organization will comply with the terms of and fulfill Organization's obligations under the Agreement.

4. DATA PROCESSING; PRIVACY AND SECURITY

4.1 Personal Data Usage and Disclosure. Apple, acting as a data processor on Your behalf with respect to the Managed Services, may receive or have access to Personal Data, if provided by You or on Your behalf. By entering into the Agreement, You instruct Apple to process and use this Personal Data to provide and maintain the Managed Services in accordance with applicable law. Your instructions given through the use of the Managed Services (e.g., instructions given through the Managed Services), and any other written instructions given by You that are accepted and acknowledged in writing by Apple, and Apple shall only process the Personal Data on such documented instructions, unless required to do so by law, in such case, Apple shall inform You of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. Additionally, Apple may process Personal Data to facilitate the provision of software updates, product support, and other features related to the Services; for security and account management purposes; and to verify compliance with the terms of this Agreement.

4.2 Data Incidents. If Apple becomes aware that Personal Data has been altered, deleted, or lost as a result of any unauthorized access to the Managed Services (a "**Data Incident**"), Apple will notify Organization without undue delay if required by law, and Apple will take reasonable steps to minimize harm and secure the data. Notification of, or response to, a Data Incident by Apple will not be construed as an acknowledgment by Apple of any responsibility or liability with respect to a Data Incident. Organization is responsible for complying with applicable incident notification laws and fulfilling any third-party obligations related to Data Incident(s). Apple will not access the contents of Personal Data in order to identify information subject to any specific legal requirements.

4.3 Security Procedures; Compliance. Apple shall use industry-standard measures to safeguard Personal Data during the transfer, processing, and storage of Personal Data as part of the Managed Services. As part of these measures, Apple will use commercially reasonable efforts to encrypt Personal Data at rest and in transit; ensure the ongoing confidentiality, integrity, availability and resilience of the Managed Services; in the event of an issue, restore the availability of Personal Data in a timely manner; and regularly test, assess, and evaluate the effectiveness of such measures. Apple will take appropriate steps to ensure compliance with security procedures by its employees, contractors and Sub-processors, and Apple shall ensure that any persons authorized to process such Personal Data comply with applicable laws regarding the confidentiality and security of Personal Data with regards to the Managed Services. Encrypted Personal Data may be stored at Apple's geographic discretion. To the extent Apple is acting as a data processor, Apple will assist You with ensuring Your compliance, if applicable, with the following: (a) Article 28 of the GDPR or other equivalent obligations under law (by making available all necessary information; by allowing for and contributing to audits (provided, that Apple Inc.'s ISO 27001 and ISO 27018 certifications shall be considered sufficient for such required audit purposes) and by informing You, as required by applicable law, if, in Apple's opinion, any of Your instructions infringes the GDPR or other European Union or European Union Member State data protection provisions); (b) Article 32 of the GDPR or other equivalent obligations under law (including implementing the security procedures set forth in this Section 4.3 and by maintaining the ISO 27001 and ISO 27018 Certifications); (c) Articles 33 and 34 of the GDPR or other equivalent obligations under law (by assisting You with providing required notice of a Data Incident to a supervisory authority or data subjects); (d) Articles 35 and 36 of the GDPR or other equivalent obligations under law requiring Organization to conduct data protection impact assessments or to consult with a supervisory authority prior to processing; (e) an investigation by a data protection regulator or similar authority regarding Personal Data; and (f) Your obligation to respond to request for exercising data subject's rights under the GDPR or other equivalent obligations under law, taking into account the nature

of the processing by appropriate technical and organizational measures, insofar as this is possible. If Your country or region of domicile is within the European Union, the following additional terms related to Regulation (EU) 2023/2854 apply: https://support.apple.com/guide/deployment/depe03a2705f. Apple shall inform You if, in its opinion, it can no longer meet its obligation under the California Consumer Privacy Act (CCPA) or other applicable data protection laws and regulations.

4.4 Sub-Processors. Apple may provide Personal Data to Sub-processors who provide services to Apple in connection with the Managed Services. You authorize Apple to use all the Apple entities set forth in the definition of "Apple" as Sub-processors and to use any other Sub-processors; provided such Sub-processors are contractually bound by data protection obligations at least as protective as those in the Agreement. If a Sub-processor fails to fulfil its data protection obligations, Apple shall remain liable to You for the performance of that Sub-processor's obligations to the extent required by applicable law. You may request a current list of the Sub-Processors under the Agreement by sending an email to dpo@apple.com.

4.5 Data Access and Transfer; Termination; Organization as Processor. If required by law and upon request, Apple will ensure appropriate safeguards for international data transfers, as set forth in applicable law are put into place. Such safeguards may include the Model Contract Clauses as executed by Apple, or other data transfer agreements, which You agree to enter into if required by Your jurisdiction, as executed by Apple at https://www.apple.com/legal/platform-services/datatransfer/. Apple's international transfer of Personal Data collected in participating Asia-Pacific Economic Cooperation (APEC) countries abides by the APEC Cross-Border Privacy Rules (CBPR) System (http://cbprs.org/) and Privacy Recognition for Processors (PRP) System (http://cbprs.org/) for the transfer of Personal Data. In case of questions or unresolved concerns about our APEC CBPR or PRP certifications, our third-party dispute resolution provider (https://feedback-form.truste.com/watchdog/request) can be contacted. Apple is not responsible for data You store or transfer outside of Apple's system. Upon termination of the Agreement for any reason, Apple shall securely destroy Personal Data stored by Apple in connection with Your use of the Managed Services within a reasonable period of time, except to prevent fraud or as otherwise required by law. To the extent that Organization enters into the Agreement as a data processor for a Permitted Entity, Organization represents and warrants that Organization is entering into the Agreement on behalf of itself, and, to the limited extent set forth herein, such Permitted Entity. Organization represents that it has the applicable consents from such Permitted Entity to enter into the Agreement and to engage Apple as a sub-processor on such entity's behalf, and is responsible to Apple for any claims from such Permitted Entities with respect thereto. Apple shall not disclose any Personal Data in such a manner as to constitute a "sale" or "sharing" (as those terms are defined in the CCPA or any similar concept in other data protection laws) of Personal Data nor shall Apple engage in any processing activity in connection with the Agreement that would constitute a "sale" or "sharing" of Personal Data.

4.6 Access to Third-Party Products and Services. If You choose to access, use, download, install, or enable third-party products or services that operate with the Managed Service but are not a part of the Managed Service, then such products or services may be allowed to access Personal Data as required for the use of those additional services. Certain of those third-party products or services may also provide access to Personal Data to Apple, such as if You allow Your Authorized Users to sign into Apple Business through federated identity providers. You are not required to use such additional products or services in relation to the Managed Services, and Your Administrator may restrict the use of such additional products or services in accordance with the Agreement. Prior to accessing, using, downloading, installing, or enabling third-party products or services for use with a Managed Apple Account, You should review the terms, policies and practices of the third-party products and services to understand what data they may collect from Your Authorized Users, how the data may be used, shared and stored, and, if applicable, whether such practices are consistent with any consents You have obtained.

4.7 Other. To the extent permitted under applicable laws, Apple may disclose Personal Data about You if Apple determines that disclosure is reasonably necessary to enforce Apple's terms and conditions or protect Apple's operations or users. Additionally, in the event of a reorganization, merger, or sale, Apple

may transfer any and all Personal Data You provide to the relevant party. THIS DISCLOSURE DOES NOT APPLY TO THE DATA COLLECTION PRACTICES OF ANY CONTENT (INCLUDING THIRD-PARTY APPS). PRIOR TO PURCHASE OR DOWNLOAD OF CONTENT AS PART OF THE APPLE BUSINESS SERVICES, YOU SHOULD REVIEW THE TERMS, POLICIES, AND PRACTICES OF SUCH CONTENT. In the event Apple receives a third-party request for Personal Data ("Third-Party Request"), Apple will notify You, to the extent permitted by law, of its receipt of the Third-Party Request, and notify the requester to address such Third-Party Request to You. Unless otherwise required by law or the Third-Party Request, You will be responsible for responding to the Request.

In addition, Apple and its affiliates and agents may collect and process aggregated statistical diagnostic, technical, usage and related information in a way that does not personally identify Your Authorized Users in order to provide and improve Apple's devices and services, including the Managed Services, for internal purposes such as auditing, data analysis, and research to improve Apple's devices, services, and customer communications, to facilitate the provision of software or software updates, device support and other services to You (if any) related to the Managed Services or any such software, for security and account management purposes, and to verify compliance with the terms of this Agreement. Apple may share data collected pursuant to this Section 4.7 with an Apple authorized reseller to the extent necessary to provide and improve the Managed Services. Data collected pursuant to this Section will be treated in accordance with Apple's Privacy Policy, which can be viewed at: http://www.apple.com/legal/privacy.

5. ADDITIONAL COMPLIANCE OBLIGATIONS

You may not use, export, re-export, import, sell or transfer the Managed Services or Apple Software, or any part thereof, except as authorized by United States law, the laws of the jurisdiction in which You obtained the Managed Services or Apple Software, and/or any other applicable laws and regulations. In particular, but without limitation, the Managed Services 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 Managed Services or Apple Software, You represent and warrant that You are not domiciled in any such country or on any such list. You also agree that You will not use the Managed Services 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.

You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions where the Managed Services are available, (b) doing business in any of the US embargoed countries or regions, and (c) a military end user as defined and scoped in 15 C.F.R § 744. As used in this Section 5, "control" means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

6. DEVICE MANAGEMENT FUNCTIONALITY

Apple may make available functionality that allows an Organization to configure, manage, and enforce administrative settings on eligible Apple-branded devices (the "**Device Management Functionality**"). Device Management Functionality is not enabled by default and is activated solely at the discretion of the Organization. Availability, performance, and features of the Device Management Functionality may vary by region, device, operating system, or configuration and may be modified, limited, or discontinued at any time as part of the Managed Services. Organization remains solely responsible for its use of the Device Management Functionality, including compliance with applicable laws, management of Authorized Devices and Authorized Users, and the security, configuration, and operation of devices enrolled through the Managed Services.

7. ORGANIZATION-PROVIDED PACKAGES

The Managed Services may provide Your Administrator with the ability to provide links to Organization-provided packages, including apps, icons, fonts, and system updates (each, a "**Package"**) for Authorized Users and Permitted Users to download. As a condition to doing so, You represent and warrant that: (a) Organization is solely responsible for any Package that Organization provides a link to through the Managed Services, including the payment of any fees associated with the use of any such Package; (b) Organization has all necessary rights, licenses, consents, and permissions for Organization to provide links to Packages for Authorized Users and Permitted Users, and to use the Managed Services to facilitate such provision (including the presentment of the link, name, and icon, for such Packages to Authorized Users and Permitted Users and following Organization's instructions for installing Packages once downloaded); (c) no Package, including any part thereof, or its use by Authorized Users or Permitted Users violates or infringes any Apple or third-party rights, including intellectual property rights, any laws, or any applicable Apple or third-party agreements or privacy policies; (d) a Package may be subject to separate terms between You and a third party. Organization is responsible for ensuring Organization's compliance with such terms and for ensuring that each Authorized User and Permitted User is aware of and complies with all applicable Apple and third-party agreements; (e) Organization will not use the Managed Services to breach or violate any terms between Organization and any third party; and (f) Organization may not use the Managed Services to transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of any third-party rights. This functionality is available only to Organizations domiciled in the United States and is not available in any other country or region. If Apple reasonably believes that a Package may violate applicable law or third-party rights or the Agreement, Apple may remove the link to such Package from Organization's account.

8. SUBSCRIPTION OFFERINGS

Subscriptions for additional iCloud storage for Your Managed Apple Accounts ("**iCloud Storage Subscription**") and AppleCare+ for Business (**"AppleCare+ for Business Subscription**) are available only to Organizations domiciled in the United States and are not available in any other country or region. You may enable Your Administrators to acquire one or more subscriptions by granting them purchasing authority and permitting them to access the iCloud Storage Subscription (subject to the iCloud Terms and Conditions and the Agreement) or the AppleCare+ for Business Subscription (subject to the AppleCare+ for Business Terms and Conditions and the Agreement).

Your AppleCare+ for Business Subscription enables You to purchase AppleCare+ for Business user subscriptions for org-owned devices and BYOD Devices and device subscriptions for org-owned devices. Such subscriptions provide hardware services and technical support services for Apple TV, iPad, iPhone, iPod, Mac or other devices authorized in writing by Apple and the bundled accessories contained in the original packaging with such devices, separate terms, conditions, and restrictions apply. Subject to the iCloud Terms and Conditions and the AppleCare+ for Business Terms and Conditions, as applicable, Your subscriptions on Apple Business will continue, and be billed on a monthly basis, until cancelled. You can change or cancel Your subscription at any time in the Apple Business portal. Your monthly bill will be based on the prior month's usage and will include any applicable taxes. To learn more about changing or canceling Your subscription, visit https://support.apple.com/guide/business/axma756c6228. To learn more about how usage charges are calculated, visit https://support.apple.com/guide/business/axmb4509c4c3. If Organization is tax-exempt, You can adjust your tax status in Enrollment Information. You are responsible for the timely payment of all charges and for providing Apple with a valid payment method for payment of all charges. You agree that Apple may store and charge the payment method you provide for all charges, including applicable taxes.

In accordance with local law, Apple may automatically update Your payment information regarding Your payment method if provided such information by the payment networks or Your financial institutions. If Apple cannot charge You, You remain responsible for any uncollected amounts, and we may attempt to charge You again or request that You provide another payment method. If Your payments are past due, Apple reserves the right to limit Your ability to add additional subscription plans or to terminate any of Your

existing subscription plans. Neither termination of the Agreement, nor changing or canceling Your subscriptions, oblige Apple to refund You any charges paid.

If You are purchasing directly from Apple, You may add an AppleCare+ Business Subscription as long as you do not exceed the limit described in https://support.apple.com/guide/business/axme884379fa. This Section applies when You purchase an AppleCare+ for Business Subscription directly from Apple; billing and other subscription terms related to purchase of an AppleCare+ for Business Subscription from an Apple authorized reseller will be in Your agreement with such reseller.

9. EFFECT OF TERMINATION

Section 1, the second sentence of Section 2.5, the second sentence of Section 2.6, and Sections 4 through 10 of these Additional Terms for Managed Services will survive expiration or termination of the Agreement. Termination or expiration will not relieve You or Apple of any liability arising from any breach of the Agreement. Neither Party will be liable to the other for damages of any sort solely as a result of terminating the Agreement in accordance with its terms, and termination of the Agreement will be without prejudice to any other right or remedy of either Party.

10. ADDITIONAL LIABILITY DISCLAIMER

APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE MANAGED SERVICES, OR ANY CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR AUTHORIZED END USERS.

Volume Content Service Addendum
to Additional Terms for Managed Services

The following terms are supplemental to the Additional Terms for Managed Services and apply to Your use of the Volume Content Service.

Note: The Volume Content Service is strictly limited to Organizations domiciled in, or with verifiable operations within, the countries or regions where the Volume Content Service is currently available. The list of such available countries or regions can be viewed at https://support.apple.com/102867. If Your Organization does not meet this geographic requirement, You are not authorized to use the Volume Content Service, and these specific terms related to the Volume Content Service do not apply to Your Organization.

1. USE OF THE VOLUME CONTENT SERVICE

A. You may use the Volume Content Service to license or purchase (a) apps and other content available to Your Organization on the App Store ("**App Store Content**") in bulk solely for distribution to, and use by Your Authorized Users, in accordance with the Apple Media Services Terms and Conditions, or (b) Apple Books, digital books, audiobooks and other content available to Your Organization on Apple Books ("**Apple Books Content**") in bulk, solely for distribution to, and use by Your Authorized Users, as applicable (collectively, the "**Volume Content Service**"). Such App Store Content licensed or acquired by You hereunder shall constitute "**App Store Volume Content**," and such Apple Books Content licensed or acquired by You hereunder shall constitute "**Apple Books Volume Content**." App Store Volume Content and Apple Books Volume Content are collectively included within the definition of 'Volume Content' as set forth in Section 1 of the Additional Terms for Managed Services.

B. You agree that Organization's use of the Volume Content Service and the Volume Content will be subject to the Apple Business Terms of Service (including, for sake of clarity, these Additional Terms for Managed Services and this Volume Content Service Addendum), as well as the Apple Media Services Terms and Conditions (http://www.apple.com/legal/internet-services/itunes/), which are hereby incorporated by reference (collectively, "**Terms**"). In the event of any conflict or inconsistency, the Apple Business Terms of Service shall control over the Apple Media Services Terms and Conditions.

C. You agree that You will only use an administrator account with appropriate privileges to purchase, manage and distribute Volume Content from the Volume Content Service.

2. APP STORE CONTENT SALES

A. The Volume Content Service is available to You only in the country or region where Your Organization is domiciled (the "**Territory**").

B. Content Codes for App Store Content may only be distributed to, and redeemed by, your Authorized Users in the Territory. However, App Store Volume Content may be assigned via Managed Distribution (as defined below) to your Authorized Users in any country where such App Store Volume Content is commercially available, subject to change at any time.

C. Your use of the Volume Content Service for the purchase of App Store Content is solely with the App Store in the Territory, and any subsequent downloads or assignments shall not create a separate agreement or sales transaction between you and any other Apple entity. You agree that you shall not use the Volume Content Service to circumvent the laws of any country or restrictions set forth by providers of the Volume Content.

3. PAYMENTS, TAXES AND REFUND POLICY

A. You agree that Organization will pay for all Volume Content purchased through Organization's account, that You or any other purchaser on Organization's account are authorized to make such purchases on behalf of Organization, and that Apple may store and charge Your payment method for any Volume Content purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with Your account. You are responsible for the timely payment of all fees and for providing Apple with a valid payment method for payment of all fees. All fees will be billed to the payment method You designate during the registration process, or as updated in accordance with the Terms.

B. You agree to provide and maintain accurate and complete billing and payment information for Your Organization, as requested to complete purchases.

C. Your total price will include the price of the Volume Content plus any applicable transaction taxes (sales tax, value added tax, good and services tax or similar) based on the bill-to address and the transaction tax rate in effect at the time of purchase. We will charge tax only where digital goods are taxable. You understand and agree that You shall be responsible for determining and paying any taxes or levies resulting from Your assignment of Volume Content to Authorized Users in territories other than the Territory in which Your Organization is domiciled.

D. If Your order is placed on behalf of a tax-exempt organization or individual, please contact Support at https://support.apple.com/business-education-programs. Please be prepared to provide proof of tax exemption status.

E. Prices for Volume Content offered via the Volume Content Service may change at any time, and the Volume Content Service does not provide price protection or refunds in the event of a price reduction or promotional offering.

F. All Volume Content sales are final. The foregoing notwithstanding, if Volume Content becomes unavailable following a transaction but prior to initial download, Your sole remedy is a refund. Should such refund be granted, Apple reserves the right to disable unused Content Codes (as defined below) and also the ability to assign App Store Content via Managed Distribution (as defined below). If technical problems prevent or unreasonably delay delivery of Your Volume Content, Your exclusive and sole remedy is either reissuance of Volume Content licenses or refund of the price paid, as determined by Apple.

G. If Your Organization is domiciled in Taiwan, You are required to provide Your Unified Business Number to Apple upon request.

H. If Your Organization is domiciled in the Philippines, You represent that You are either (i) a government agency (inclusive of public schools) or (ii) engaged in business (inclusive of private schools). If Your Organization is engaged in business, You are required to provide Your Philippine Taxpayer Identification Number to Apple upon request.

4. VOLUME CONTENT BALANCE

A. Unused balances for Volume Content are not redeemable for cash and cannot be returned for a cash refund (except as required by law), resold, used to purchase Apple gift cards, or used in Apple retail stores.

B. Unused balances for Volume Content purchased in Your Territory may be redeemed through the Volume Content Service only in Your Territory.

C. Apple is not responsible for lost or stolen balances for Volume Content. Apple reserves the right to close accounts and request alternative forms of payment if a purchase for Volume Content is fraudulently obtained or used on the Volume Content Service.

D. APPLE, AND ITS LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO YOUR BALANCE FOR VOLUME CONTENT, VOLUME CONTENT, CONTENT CODES, OR THE VOLUME CONTENT SERVICE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE LIMITATIONS MAY NOT APPLY TO YOU.

5. AUDIT RIGHTS

A. As Apple may audit the purchases of customers through the Volume Content Service to ensure that only eligible purchases have been ordered and that all purchase conditions and usage rules have been observed (including, for clarity, the provisions hereof), You agree to keep complete and accurate records of all uses of the Volume Content You purchased. Should an audit disclose after delivery (or should Apple otherwise discover) that You made an ineligible purchase at the time You placed Your order or that You have not observed all of the conditions applicable to Your purchase, Apple may:

i. Disable Your Managed Apple Account;

ii. If You placed Your order by credit card, charge to Your credit card the difference between the amount You paid for the delivered goods via the Volume Content Service and the price that Apple charged the general public for the same goods (subject to 5(b) below), in effect on the date that You placed Your order; and

iii. If You paid by a means other than credit card, (a) invoice You for the difference between the amount that You paid for the delivered goods via the Volume Content Service and the price that Apple charged the general public for the same goods (subject to Section 5(B) below), payable in fifteen days from the date of the invoice, and (b), should You fail to pay the invoice when due, institute legal action against You in accordance with Section 5 of the Additional Terms for Managed Services, with the prevailing party entitled to attorneys' fees.

B. Should Apple not offer the specific products that You purchased via the Volume Content Service, Your payment method will be charged or You will be invoiced the difference between the amount You paid for the delivered goods via the Volume Content Service and the price that Apple charged the general public for the closest equivalent goods, in effect on the date that You placed Your order.

C. Apple shall have the right to request supplementary information and audit relevant records to confirm Your compliance with the Terms.

6. VOLUME CONTENT AVAILABILITY

Apple reserves the right to change Volume Content options (including eligibility for particular features) without notice.

7. METHODS OF CONTENT DISTRIBUTION

A. Volume Content may be distributed to Your Authorized User (in each case, subject to, and as further specified in, Sections 8 and 9 below):

i. via distribution of alphanumeric codes generated by Apple ("**Content Codes**") which are redeemable in the App Store for specific App Store Content, or in Apple Books for specific Apple Books Content;

ii. via assignment of Volume Content to a specific Apple Account or Managed Apple Account associated with Your Authorized Users ("**User Assignment**")

iii. for App Store Volume Content only, via assignment directly to a unique iOS, watchOS, iPadOS, macOS, tvOS, or visionOS device owned or controlled by You or Your Authorized User ("**Device Assignment**"; and each of User Assignment and Device Assignment, a "**Managed Distribution**"), in which case (a) separate purchases must be made for each unique device (i.e., a single license may not be simultaneously shared by multiple devices); and (b) You shall be deemed the "end-user" for purposes of any end user license agreements, terms of use, or other agreements engaged by Your Authorized Users relating to any App Store Volume Content;

B. Solely as an accommodation to You, Apple agrees to permit You to (1) use a single Content Code to sync App Store Content to multiple devices, up to the number of codes You have purchased (instead of having to redeem a separate code), provided You agree to sync no more copies than the number of codes You purchased; and (2) purchase multiple copies of the same Apple Books Content and distribute them for redemption by Authorized Users. These accommodations may only be available for a limited period of time, and Apple makes no guarantee regarding the availability of these accommodations in the future.

8. CONTENT CODE DISTRIBUTION

A. For purchases, Apple may provide You with Content Codes in the quantity You specify when making Your purchase, each of which may be redeemed (i) in the App Store for specific App Store Volume Content purchased; or (ii) in Apple Books for specific Apple Books Volume Content purchased. The Content Codes shall be provided to You electronically via email upon execution of Your purchase and such Content Codes shall immediately become active for redemption by Your Authorized Users and shall not expire, subject to availability. You and/or Your Authorized Users may redeem the Content Code only in accordance with the Terms. Each Content Code for App Store Volume Content must be redeemed to an Apple Account owned and controlled by Your Organization or by one of Your Authorized Users. Each Content Code for Apple Books Volume Content must be redeemed to an Apple Account owned or controlled by the Authorized User. YOU UNDERSTAND AND AGREE THAT THE OWNER OF THE REDEEMING APPLE ACCOUNT WILL BECOME (i) FOR APP STORE VOLUME CONTENT, THE LICENSEE OF THAT COPY OF THE CONTENT; AND (ii) FOR APPLE BOOKS VOLUME CONTENT, THE OWNER OF THAT COPY OF THE CONTENT, AND SHALL BE ENTITLED TO ALL ASSOCIATED RIGHTS. SUCH LICENSES OR CONTENT ARE NON-TRANSFERABLE.

B. You may distribute the Content Codes only to Your Authorized Users and You agree to make the following Authorized User Terms and Conditions, as applicable for the purchased content type, readily available on the instrument used to distribute the Content Codes (e.g. certificate, card, email): https://www.apple.com/legal/internet-services/itunes/giftcards/ww/.

9. MANAGED DISTRIBUTION (USER ASSIGNMENT AND DEVICE ASSIGNMENT)

Upon completion of Your purchase of Volume Content, You will be entitled to assign to Your Authorized User: (i) specific Apple Books Volume Content that You have purchased, in the quantity selected, via User Assignment; or (ii) specific App Store Volume Content that You have purchased, in the quantity selected, either via User Assignment or Device Assignment; provided, that Your Authorized Users must have (i) a valid Apple Account or Managed Apple Account (subject to acceptance of the Terms), and compatible hardware, software and Internet access; and (ii)

accepted Your invitation, issued via an MDM solution, to associate their Apple Account or device (if applicable) with Your Organization. This entitlement will not expire, subject to availability of the specific products.

10. ADDITIONAL RESTRICTIONS; ACKNOWLEDGMENTS

A. You may not resell or accept any form of compensation in exchange for distribution of Volume Content nor may You distribute or authorize distribution of the Volume Content to anyone other than Your Authorized Users. You shall be solely responsible for Your use of the Volume Content, and for any loss or liability to the content provider or Apple therefrom.

B. You may not export Volume Content for use outside of the Territory, nor represent that You have the right or ability to do so. You may, however, assign App Store Volume Content to Authorized Users outside of the Territory solely to the extent permitted by these Terms.

C. You may not use the Apple Books Volume Content in a library-type lending scenario. YOU UNDERSTAND AND AGREE THAT THE OWNER OF THE APPLE ACCOUNT TO WHICH AN APPLE BOOKS PRODUCT IS ASSIGNED WILL BECOME THE OWNER OF THAT PRODUCT AND SHALL BE ENTITLED TO ALL ASSOCIATED RIGHTS, SUBJECT TO THE TERMS. SUCH PRODUCTS ARE NON-TRANSFERABLE.

D. You will retain ownership of App Store Volume Content regardless of whether it has been assigned to an Authorized User's Apple Account, Managed Apple Account or a specific device ID. You may revoke the assignment and re-assign the App Store Volume Content to another Authorized User or device ID subject to certain service limitations. Once You have revoked an assignment from a particular user or device, that user or device will no longer be authorized to use the App Store Volume Content.

E. You acknowledge that risk of loss and transfer of title for the Volume Content pass to You upon electronic transmission to You. Apple reserves the right to close any and all applicable Apple Accounts and request alternative forms of payment if Apple determines the Volume Content is fraudulently obtained or used.

F. By using the Volume Content Service, You agree that you are acquiring Volume Content for use by You and your Authorized Users on Your behalf.

11. ADDITIONAL LIABILITY DISCLAIMER

APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE VOLUME CONTENT SERVICES OR THE VOLUME CONTENT, OR ANY CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR AUTHORIZED END USERS.