

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](https://www.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.