These Statement of Work Terms and Conditions (the "Agreement") apply to Apple Professional Services and Apple Professional Learning Specialists customers (each, a "Customer").

1. Payment

Customer agrees to pay for services identified in the Statement of Work ("Services") on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to pay for Services at Apple's current published rates. Charges for fraction of hours or days may be rounded up to the nearest whole number. Charges for Apple prepaid Services are invoiced upon Apple's acceptance of the related purchase order and are due and payable in advance of the Apple prepaid Services to be performed. Otherwise, the Services will be invoiced after the Services are performed or on a periodic basis during the course of performance as determined by Apple, provided Customer is eligible for Apple's credit terms. Customer shall make payment for Services and expenses incurred by Apple within thirty (30) days of invoice date or as specified in any master purchasing agreement with Apple. Customer will pay any sales or use tax Apple becomes obligated to pay by virtue of this Agreement. This Agreement is for Services and does not include parts, or goods.

Unless otherwise provided in writing by Apple, Customer agrees that any and all prepaid Services must be scheduled and completely performed within twelve (12) months from the Effective Date of the applicable SOW ("Professional Services Period"). If Customer fails to schedule the prepaid Services within the Professional Services Period, Apple reserves the right to deem the prepaid Services performed once the Professional Service Period expires and, to the extent permitted by law, Customer may not be entitled to any refund or credit for any Service not scheduled during the Professional Services Period.

2. Services

Customer and Apple shall prepare and execute a Statement of Work documenting all Services to be performed by Apple. Each Statement of Work shall be uniquely numbered. Each Statement of Work shall set forth, at a minimum, a description of the Services, the number of personnel assigned to the Services, the duration of the Services (if applicable), and, if requested by Customer, the fees for the Services. Each Statement of Work shall incorporate all terms and conditions contained herein. Apple shall have the right to accept or decline any proposed changes to the Statement of Work. Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at any time and may provide the same or similar Services to other customers. Apple may contract with an authorized provider ("Provider") or contractor ("Contractor") who may perform Services on its behalf. Services supplied by Apple under this Agreement are provided to assist Customer. Any services not specifically rejected in writing within (5) business days (including reasons for rejection) after Apple delivers the Service Delivery Confirmation shall be deemed completed.

Subject to the conditions below, Apple may need to hold Customer's product at the Provider's warehouse to perform the purchased Services. Under this Agreement and for the sole purpose of completing the Services outlined in the Statement of Work, Provider may hold Customer's product at Provider's warehouse, with the first day of the holding period beginning once the first product arrives at the Provider's warehouse and final day being when the Services, as described in the Statement of Work, are completed. Customer is required to provide shipping instructions to Apple on or before the date of Purchase for all products to be delivered. Customer is responsible for negotiating a separate holding agreement with the Provider if additional holding time is desired. At no time during the holding period shall Apple be required to hold Customer's equipment once Services are completed under this Agreement and all product must be delivered to Customer on or before the forty-sixth calendar (46th) day to avoid additional holding fees.

3. Property Rights

Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, nontransferable (without right to sublicense) license to use the software or other proprietary rights in Services developed under this Agreement. Should Apple provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple (such as customized scripting language), which suggestions

or information do not have application to other customers of Apple ("Customer-Owned Information"), Customer will own all of Apple's right, title and interest in the Customer-Owned Information. Any audio or video recording of Apple Services is strictly prohibited, unless expressly approved in advance by Apple in writing.

4. Warranty

Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including, without limitation, any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise, especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED IN WRITING INTO THIS AGREEMENT.

5. Limitation of Liability and Remedies

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSSES (INCLUDING LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. IN THE EVENT THAT APPLE FAILS TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO RE-PERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICES IN QUESTION, IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER THIS AGREEMENT. SUCH RE-PERFORMANCE OR REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY LIABILITY.

6. Confidentiality

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and new product release dates and new product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple authorized signatory that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally, (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple

Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information. Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information or its subject matter without the Customer's prior written consent or as required by law.

7. Term

Unless otherwise specified by Apple in writing, this Agreement shall terminate twelve (12) months from the date of Apple's receipt of Customer's purchase order. This Agreement may be renewed or extended upon the mutual consent of the parties. Customer will have the right to terminate this Agreement after work has commenced upon ten (10) days' written notice, provided that Customer will pay to Apple all charges for Services performed and all expenses incurred by Apple up to the effective date of such termination. Apple may at its option terminate this Agreement immediately if Customer has (i) failed to cure any breach of this Agreement within thirty (30) days of written notice from Apple, (ii) breached the terms of Section 6, or (iii) failed to pay an outstanding sum within five (5) days of written notice of delinquency. In addition, Apple may at its option suspend Services immediately upon Customer's failure to make payment in accordance with this Agreement. The provisions of Sections 1 (Payment), 3 (Property Rights), 4 (Warranty), 5 (Limitation of Liabilities and Remedies), 6 (Confidentiality), 7 (Term), 8 (Third Party Software Waiver and Authorization), 9 (Cancellation), and 10 (Miscellaneous) shall survive termination.

8. Third Party Software Waiver and Authorization

Should Customer provide Apple, or an entity acting on Apple's behalf, with any third party software, macOSimage, or iOS loadset, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's devices then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on the devices requested by Customer; (iii) Customer also warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any free/open source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (iv) Customer shall be responsible for any Apple loss or liability due to a breach of any warranty in (ii) and (iii) above; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the installed Software; (vii) Customer shall be fully responsible for the content of the provided macOSimage (a single file with the suffix .dmg) or iOS loadset. Apple, or an entity acting on Apple's behalf, will not examine the provided Software for quality, content or licensing; (viii) Customer is solely responsible for verifying the aforementioned image contains appropriate content and does not harm the device being imaged or interfere with the device's normal operation; (ix) neither Apple, nor an entity acting on Apple's behalf, will be liable for the installation of GPLv3 software.

9. Rescheduling

Customer may reschedule Services prior to the estimated start date by providing email notice with receipt confirmation to Apple at apsdocs@apple.com (for Enterprise Customers) or at eduservices@apple.com (for Education Customers). Apple is not responsible for errors in the delivery of rescheduling notices.

Customer must notify Apple of a rescheduling request at least twenty-one (21) calendar days before the estimated start date of the Services to reschedule for a later available date, provided that Apple may, in its sole discretion, charge for any fees incurred. Apple will not be obligated to refund prepaid Services or permit rescheduling allowances if notice is received within twenty-one (21) calendar days of the estimated start date of the Services.

In the event that Customer desires to cancel Services, Customer must notify Apple and obtain Apple's written approval prior to the cancellation of Services. If Apple cancels a Service, Customer may (i) reschedule for a later available date or (ii) request a refund for any payment on prepaid Services if the Services are not rescheduled. Apple is not responsible for any loss incurred by Customer as a result of a cancellation or rescheduling.

10. Miscellaneous

If Customer is a public institution or agency, this Agreement will be governed and interpreted under the laws of the state in which Customer is located. If Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private sector institution or commercial entity, this Agreement will be governed and interpreted under the laws of Delaware, USA, without regard to conflict of laws principles or provisions. In the event of any dispute or controversy between the Parties to the Agreement, the parties shall try to resolve the dispute in a fair and reasonable way.

Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm. If any provision of this Agreement should be held to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions, and the parties will substitute for such provision an enforceable and valid provision, which most closely approximates the intent and economic effect of the unenforceable or invalid provision.

This Agreement and any associated Statement of Work contain all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter, and Apple and Customer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. In the event Customer has a current Apple Professional Services Agreement in place, the terms and conditions of the Professional Services Agreement will supersede any conflicting terms in this Agreement and any associated Statement of Work. Any terms contained on Customer's Purchase Order(s), invoice(s) or similar documents shall be of no effect.

During performance of the Agreement, Apple shall be an independent contractor and not an agent of the Customer, except for the sole purpose of installing Software pursuant to Section 8 of this Agreement. Apple shall supervise the performance of its own services and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items agreed to in writing with Apple.

No modification to the Agreement will be binding unless it is in writing and signed by an authorized representative of each party. For changes to the Statement of Work, a documented Change Order is required. Upon acceptance of the Change Order by each party, the scope of work and cost will be modified appropriately, and the changes will be incorporated into the Statement of Work.

Customer may not assign this Agreement without the written approval of Apple. Any attempt by Customer to assign without Apple's approval shall be deemed void.

Any quote for Services will be valid for thirty (30) calendar days, unless otherwise specified.