

## WELCOME TO APPLE SCHOOL MANAGER

This Apple School Manager Agreement (the “Agreement”) governs Your Institution’s use of the Service for Your Institution’s management of devices, content, and users’ access and use through Apple’s web portal. You agree that You have the full legal authority to bind Your Institution to these terms. By clicking “Agree” You are agreeing that You have read and understand these terms, and agree that these terms apply if You choose to access or use the Service or make it available to others. If You do not have the legal authority to bind Your Institution or do not agree to these terms, please do not click “Agree.”

### 1. GENERAL

- A. Service.** Apple is the provider of the Service, which permits You, under the terms and conditions of this Agreement, to: (i) enroll Authorized Devices for the purpose of Mobile Device Management (MDM) within Your Institution; (ii) access relevant software tools to facilitate the Service; (iii) administer Your creation and distribution of Managed Apple IDs and their use by Your Authorized End Users; (iv) manage the transmission, storage, purchase and maintenance of relevant data and content related to the Service; and (v) manage Your creation and administration of courses using the Service. You agree to use the Service only in compliance with this Agreement and all applicable laws and regulations.
- B. Device and User Enrollment.** You may use the device enrollment features of the Service to enroll only Authorized Devices in the Service. If You elect to use the Service and enroll Authorized Devices as set forth in this Agreement, then Apple will provide You with a Service web portal and an Administrator account with which You will be able to create and manage the Managed Apple IDs for Authorized End Users and make the features of the Service available. Once You create the Managed Apple IDs for Authorized End Users, such accounts will be accessible via Institution-owned shared or individual devices, and any devices used by Authorized End Users to access their Managed Apple ID account. You are responsible for determining and selecting the Service features You wish to provide to Your Authorized End Users.

### 2. RIGHT TO USE

- A.** Unless stated otherwise in this Agreement, You have the non-exclusive, non-assignable, non-transferable, and limited right to access and use the Service during the Term solely for Your educational operations and subject to the terms of this Agreement. You may permit Your Authorized End Users to use the Service for the foregoing purpose, and You are responsible for Your Authorized End Users’ compliance with the terms of this Agreement.
- B.** You do not acquire under this Agreement any right or license to use the Service, or any of its features, beyond the scope and/or duration of the Service specified in this Agreement. Your right to access and use the Service will terminate upon the termination and/or expiration of this Agreement.
- C.** Except as otherwise expressly stated in this Agreement, You agree that Apple has no obligation to provide any Apple Software, programs, services or products as part of the Service.

### 3. DATA PRIVACY AND SECURITY

- A. Personal Data.** As a result of this Agreement, Apple, acting as a data processor on your behalf, may obtain Personal Data if provided by You. Apple shall have no right, title or interest in such Personal Data solely as a result of this Agreement. You agree that You are solely liable and responsible for ensuring Your compliance with all applicable laws, including privacy and data protection laws, regarding the use or collection of data and information through the Service. You are also responsible for all activity related to Personal Data, including but not limited to, monitoring such Personal Data and activity, and preventing and addressing inappropriate data and activity, including the removal of

data and the termination of access of the individual making such data available. You are responsible for safeguarding and limiting access to Authorized End User data by Your personnel and for the actions of Your personnel who are permitted access to use the Service.

- B.** Personal Data provided by You and Your Authorized End Users to Apple through the Service may be used by Apple only as necessary to provide and improve the Service, and as set forth in Exhibit A, and only in accordance with the requirements set forth in this Section 3 and Exhibit A. Further, Apple shall:
- i. use and handle such Personal Data only in line with the instructions and permissions from You set forth herein, as well as all applicable laws, regulations, accords or treaties;
  - ii. Notify Institution if Apple receives any requests for access to Personal Data related to the Service, and reasonably cooperate with Institution to handle such requests to the extent they involve Personal Data to which Apple has access. In the event of an investigation of Institution by a data protection regulator or similar authority regarding Personal Data, Apple shall provide Institution with reasonable assistance and support.
  - iii. Notify Institution by any reasonable means Apple selects if Apple becomes aware that Institution's Personal Data has been altered, deleted or lost as a result of any unauthorized access to the Service. You are responsible for providing Apple with Institution's updated contact information for such notification purposes.
- C. Security Procedures.** Apple shall use industry-standard measures to safeguard Personal Data during the transfer, processing and storage of Personal Data. Encrypted Personal Data may be stored at Apple's geographic discretion.
- D. Breach Notification and Cooperation.** You shall promptly notify Apple in the event that You learn or have reason to believe that any person or entity has breached Your security measures or has gained unauthorized access to: (1) Personal Data; (2) any restricted areas of the Service; or (3) Apple's Confidential Information (collectively, "Information Security Breach"). In the event of an Information Security Breach, You shall provide Apple with reasonable assistance and support.
- E. Access and Retrieval of Data.** Apple shall provide You with the ability to access, retrieve, or delete Your and Your Authorized End Users' Personal Data in accordance with Your privacy and/or data protection obligations, as applicable.
- F. Destruction of Data.** Upon termination of this Agreement for any reason, Apple shall securely destroy Your and Your Authorized End Users' Personal Data that is being stored by Apple in connection with the Service within a reasonable period of time and, in any case, not longer than 180 days.
- G. Third Party Requests.** If Apple receives a third party request for Your Content ("Request"), unless otherwise required by law or the terms of the Request, Apple will notify You of its receipt of the Request and notify the requester of the requirement to address such Request to You. Unless otherwise required by law or the Request, You will be responsible for responding to the Request.
- H. School Official Status Under FERPA (20 U.S.C. § 1232g).** If You are an educational agency or organization or acting on behalf of an educational agency or organization to which regulations under the U.S. Family Education Rights and Privacy Act (FERPA) apply, Apple acknowledges that for the purposes of this Agreement, Your Institution's data may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"). To the extent that Apple receives FERPA Records when acting as a data processor in providing the Service, You agree that Apple will be functioning as a "school official" as defined in 34 CFR § 99.31(a)(1)(i).
- I. HIPAA.** You shall not use the Service or any component or function thereof, (i) to create, receive, maintain or transmit protected health information (as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations

("HIPAA") at 45 C.F.R. § 160.103); or (ii) in any manner that would make Apple or any other third-party distributor, supplier or provider of those technologies a business associate (as such term is defined under HIPAA) of the Institution or any third party. You agree to be solely responsible for complying with any reporting requirements under law or contract arising from Your breach of this Section 3.I., and to reimburse Apple for any losses incurred by Apple relating to those reporting obligations.

- J. COPPA.** Apple will use and maintain Personal Data provided by You and Your Authorized Users to Apple in connection with the Service only in accordance with the Children's Online Privacy Protection Act of 1998 (COPPA), insofar as it is applicable. This Section 3 and the attached Exhibit A constitute notice of how Apple will use and maintain such Personal Data when such data is provided by You and/or Your Authorized End Users to Apple in connection with the Service. You grant Apple permission to use and maintain such data if provided by You and/or Your Authorized End Users to Apple in connection with the Service for the purpose of providing and improving the Service and as set forth in Exhibit A.
- K. 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 Service but are not a part of the Service, then the Service may allow such products to access Personal Data as required for the use of those additional services. You are not required to use such additional products in relation to the Service, and Your Administrator may restrict the use of such additional products in accordance with this Agreement. Prior to accessing or downloading third party products or services for use with a Managed Apple ID, You should review the terms, policies and practices applicable to such third party products and services to understand what data they may collect from Your Authorized End 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. SERVICE

- A. Use Restrictions.** You will ensure that both Your and Your Authorized End Users' use of the Service is in compliance with this Agreement, and You will inform the Authorized End Users of, and enforce, the prohibitions below. You agree that neither You nor Your Authorized End Users will use the Service to upload, download, post, email, transmit, store or otherwise make available: (i) any Content or materials that are unlawful, harassing, threatening, harmful, defamatory, obscene, invasive of another's privacy, hateful, racially or ethnically offensive or otherwise objectionable; (ii) any Content or materials that infringe any copyright or other intellectual property, or violate 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 or materials that contain viruses or any computer code, files or programs designed to harm, interfere with or limit the normal operation of the Service or any other computer software or hardware. You further agree that You will not, and will ensure that Authorized End Users do not: (a) use the Service to stalk, harass, threaten or harm another, (b) pretend to be anyone or any entity that You are not (Apple reserves the right to reject or block any Apple ID or email address that could be deemed to be an impersonation or misrepresentation of Your identity, or a misappropriation of another person's name or identity); (c) forge any Transmission Control Protocol/Internet Protocol (TCP-IP) packet header or any part of the header information in an email or a news group posting, or otherwise put information in a header designed to mislead recipients as to the origin of any content transmitted through the Service ("spoofing"); (d) interfere with or disrupt the Service, any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service; and/or (e) use the Service to otherwise violate applicable laws, ordinances or regulations. If Your use of the Service or other behavior intentionally or unintentionally threatens Apple's

ability to provide You or others the Service, Apple shall be entitled to take all reasonable steps to protect the Service and Apple's systems, which may include suspension of Your access to the Service.

- B. Administration of Accounts.** You agree that You shall be solely responsible for management of Your Administrator account(s) and all Your Managed Apple IDs, including but not limited to, (i) the security and safeguarding of the user name and password associated with each account, (ii) the provision and/or removal of access by any of Your personnel or Authorized End Users to such account and any Content provided and/or stored in the Service, and (iii) the provision of appropriate documentation and guidelines to Authorized End Users about using the Managed Apple ID accounts.
- C. End User Consent.** Administrators will have the ability to monitor, access or disclose user data associated with Managed Apple ID accounts through the Service web portal and/or Administrator tools. You represent and warrant that, prior to deploying the Service to Institution and any Authorized End Users, You will provide sufficient notice and disclosure of the terms of this Agreement, and obtain and maintain all necessary rights and consents, either from each Authorized End User, or where necessary, each Authorized End User's parent or legal guardian, to allow Apple to: (1) provide the Service in accordance with this Agreement; and (2) access and collect Authorized End User data that may arise as part of the provision of the Service.
- D. Managed Apple IDs; Features and Services.** A Managed Apple ID is the account user name and password You create and provide to each of Your Authorized End Users to access the Service. Apple will provide You with the tools to create Managed Apple IDs for Your Authorized End Users. When You create Managed Apple IDs for the Authorized End Users, all features and functionality of the Service that You select to be available are enabled for all of Your Institution's Managed Apple IDs. YOU ASSUME FULL RESPONSIBILITY AND LIABILITY FOR ALL RISKS AND COSTS ASSOCIATED WITH YOUR SELECTION OF EACH FEATURE AND FUNCTIONALITY ENABLED IN THE SERVICE AS BEING APPROPRIATE FOR INSTITUTION AND/OR YOUR AUTHORIZED END USERS.
  - i. Requirements for Use of Managed Apple ID**
    - 1. Devices and Accounts.** Use of Managed Apple IDs as part of the Service may require compatible devices, Internet access, certain software, and periodic updates. The latest version of the required software may be necessary for certain transactions or features. Apple reserves the right to limit the number of Managed Apple IDs that may be created and the number of devices associated with a Service account.
    - 2. Your rights to the Managed Apple IDs.** Unless otherwise required by law or this Agreement, You agree that each Managed Apple ID is non-transferable between individual Authorized End Users, and between Institutions.
  - ii. Find My iPhone.** Find my iPhone is automatically disabled for all Managed Apple IDs. However, if an Authorized Device is lost or stolen, Institution can use the MDM solution to put the device in Lost Mode so that the device will be locked, the user will be logged out, and a report will be automatically transmitted to the MDM Server. Institution can also erase the device remotely and enable Activation Lock to help ensure that the device cannot be reactivated without the proper Managed Apple ID and password. Apple shall bear no responsibility for Your failure to protect Authorized Devices with a passcode, Your failure to enable Lost Mode, and/or Your failure to receive or respond to notices and communications. Apple shall also bear no responsibility for returning lost or stolen devices to You or for any resulting loss of data. Apple is not responsible for any replacement of devices that have the Activation Lock feature enabled, or any warranty claims on such devices. You may remove the

Activation Lock feature and disable Lost Mode through MDM.

- iii. **Account Authentication.** Two-factor authentication (i.e., requiring two types of information for authentication purposes, such as password and a generated security code) is automatically enabled for the Managed Apple IDs of Your Administrators, teachers and staff. Institution agrees to provide Apple with at least one mobile telephone number, at which Institution may receive autodialed or prerecorded calls and text messages from Apple for authentication and account related purposes. Apple may place such calls or texts to: (i) help keep Your Service account secure when signing in; (ii) help You access Your Account if You forget Your password; or (iii) as otherwise necessary to maintain Your Service account or enforce this Agreement and relevant policies. Managed Apple IDs distributed to Your Authorized End Users will also require two factor authentication using factors such as an Authorized Device, an authentication code generated in the Service web portal or a telephone number. In all instances, You are responsible for: (a) distributing the Managed Apple IDs You create to identified Authorized End Users; (b) approving access to the Service by such users; (c) controlling against unauthorized access; and (d) maintaining the confidentiality and security of usernames, passwords and account information.
- iv. **Backup.** Authorized Devices that are not shared devices will periodically create automatic backups that are transmitted to the Service when the user is logged in with their Managed Apple ID and the device is screen-locked, connected to a power source, and connected to the Internet via a Wi-Fi network. You may disable backup in the MDM Enrollment Settings. Backup is limited to device settings, device characteristics, photos, videos, documents, messages (iMessage, SMS and MMS, if enabled), ringtones, app data (including Health app data), location settings (such as location-based reminders that You have set up), and Home screen and app organization. Content that You purchase, download or to which You provide access for Your Authorized End Users from the iTunes Store, App Store or iBooks Store, and Content purchased from or provided by any third parties, is not backed up. Such Content may be eligible for re-download from those services, subject to account requirements, availability, and the applicable terms and conditions. Content synced from Your Authorized End Users' computers is not backed up. If You enable iCloud Photo Library, the photo libraries of Your Authorized End Users will be backed up separately from their automatic iCloud backup. The Content stored in an Authorized End User's contacts, calendars, bookmarks, and documents is accessible via iCloud on the web or on any of the user's Authorized Devices. When iCloud Backup is enabled, devices managed or controlled by Your Institution will not back up to iTunes automatically during a sync, but You may enable Authorized End Users to manually initiate a backup to iTunes. It is solely Your responsibility to maintain appropriate alternative backup of Your and Your Authorized End Users' information and data.
- v. **iCloud Photo Library.** When You enable iCloud Photo Library in connection with any Managed Apple ID, the photos, videos and metadata in the Photos App on the Authorized Devices ("Device Photo Library") will be automatically sent to iCloud, stored as the Authorized End User's Photo Library in iCloud, and then pushed to all of the Authorized End User's other iCloud Photo Library-enabled devices and computers. If the Authorized End User later makes changes (including deletions) to the Device Photo Library on any one of these devices or computers, the changes will automatically be sent to and reflected in the Authorized End User's iCloud Photo Library. These changes will also be pushed from iCloud to and reflected in the Device Photo Library on all of the Authorized End User's other iCloud Photo Library-enabled devices and computers. The resolution of content in the Photo Library on Authorized Devices

or computers may vary depending upon the amount of available storage and the storage management option selected for the Authorized End User's iCloud-Photo-Library-enabled device. If You do not wish to use iCloud Photo Library, You may disable it for particular Managed Apple IDs and/or on all Your Authorized Devices.

vi. **Third Party Apps.** If You make available any third party Apps for Your Authorized End Users to sign into with their Managed Apple IDs, You agree to allow such Apps to store data in the accounts associated with Your Authorized End Users' Managed Apple IDs, and for Apple to collect, store, and process such data on behalf of the relevant third-party App developer in association with Your and/or Your Authorized End Users' use of the Service and such Apps. Third party Apps may have the capability to share such data with another App downloaded from the same App developer. You are responsible for ensuring that You and Your Authorized End Users are in compliance with any storage limits for each Managed Apple ID based on the third party Apps You make available to Your Authorized End Users to download.

**E. Server Token Usage.** You agree to use the Server Token provided by Apple only for the purpose of registering Your MDM Server within the Service, uploading MDM Enrollment Settings, and receiving Managed Apple ID roster data. You shall ensure that Your Authorized End Users use the information sent or received using Your Server Token only with Authorized Devices. You agree not to provide or transfer Your Server Token to any other entity or share it with any other entity, excluding Your Third Party Service Providers. You agree to take appropriate measures to safeguard the security and privacy of such Server Token and to revoke it if it has been compromised or You have reason to believe it has been compromised. Apple reserves the right to revoke or disable Server Tokens at any time in its sole discretion. Further, You understand and agree that regenerating the Server Token will affect Your ability to use the Service until a new Server Token has been added to the MDM Server.

**F. Storage Capacity; Limitations on Usage.** Exceeding any applicable or reasonable usage limitations, such as limitations on bandwidth or storage capacity (e.g., backup), is prohibited and may prevent You from using some of the features and functionality of the Service, accessing Content or using some or all Managed Apple IDs. In the event that Apple limits bandwidth or storage capacity available to You, it shall use commercially reasonable efforts to notify You via the Service or otherwise within ten (10) business days of doing so.

**G. Submission of Content.** You are solely responsible for any Content You or Your Authorized End Users upload, download, post, email, transmit, store or otherwise make available through the use of the Service. You shall ensure that Your Authorized End Users have obtained all necessary third party permissions or licenses related to any such Content. You understand that by using the Service You may encounter Content that You or Your Authorized End Users find offensive, indecent, or objectionable, and that You may expose others to content that they may find objectionable. You understand and agree that Your use of the Service and any Content is solely at Your own risk.

**H. Removal of Content.** You acknowledge that Apple is not responsible or liable in any way for any Content provided by You or Your Authorized End Users. Apple has the right, but not the obligation, to determine whether Content is appropriate and in compliance with this Agreement, and may move and/or remove Content that violates the law or this Agreement at any time, without prior notice and in its sole discretion. In the event that Apple removes any Content, it shall use commercially reasonable efforts to notify You.

**I. Bundled Service.** All features and functionalities of the Service are provided as part of a bundle and may not be separated from the bundle and used as standalone applications. Apple Software provided with a particular Apple-branded hardware product may not run on other models of Apple-branded hardware.

- J. Links and Other Third Party Materials.** Certain Content, components or features of the Service may include materials from third parties and/or hyperlinks to other web sites, resources or content. You acknowledge and agree that Apple is not responsible for the availability of such third party sites or resources, and shall in no way be liable or responsible for any content, advertising, products or materials on or available from such sites or resources used by You or Your Authorized End Users.
- K. iTunes; Volume Purchase Program.**
- i. **Acquisition of Content.** Acquisition of Content from the iTunes Store, App Store or iBooks Store using Managed Apple IDs is automatically disabled. You may choose to enable Your Administrators or teachers and staff to make such acquisitions by granting them purchasing authority and enabling them to access the iBooks Store and/or App Store for such commerce activities relevant to the Service. Your use of the iTunes Store, App Store, and/or iBooks Store is subject to sections B and C of the iTunes terms and conditions (<http://www.apple.com/legal/internet-services/itunes/us/terms.html>), as applicable. You agree that You have the authority to and will accept such applicable terms on behalf of Your Authorized End Users.
  - ii. **iTunes U Course Manager.** You are responsible for the use of the Course Manager feature by Your Institution's teachers and staff to create and administer courses as a part of the Service. You agree to obtain all necessary permissions on behalf of Your Authorized End Users for Content created or submitted through the Course Manager onto the Service.
  - iii. **Volume Purchase Program.** Purchases You choose to transact through Apple's Volume Purchase Program (VPP) are subject to the VPP terms, and delivered to Authorized End Users or assigned to a device through the App Stores and/or the iBooks Store.
- L. Updates and Maintenance; Changes to Service.**
- i. **Updates and Maintenance.** From time to time, Apple may update the software used by the Service. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Software. In some cases, such updates may be required to continue Your use of the Service or to access all features of the Service. Apple is not responsible for performance or security issues resulting from Your failure to support such updates. Apple shall from time to time be required to perform maintenance on the Service. While Apple is not obligated to notify You of any maintenance, Apple will use commercially reasonable efforts to notify You in advance of any scheduled maintenance.
  - ii. **Changes to Service.** Apple shall have the right to revise or update the functionality and look of the Service from time to time in its sole discretion. You agree that Apple shall not be liable to You or any third party for any modification, suspension or termination of the Service. The Service, or any feature or part thereof, may not be available in all languages or in all countries, and Apple makes no representations that the Service, or any feature or part thereof, is appropriate or available for any use in any particular location.
- M. Other Agreements.** You acknowledge and agree that the terms and conditions of any sales, service or other agreement You may have with Apple are separate and apart from the terms and conditions of this Agreement. The terms and conditions of this Agreement govern the use of the Service and such terms are not diminished or otherwise affected by any other agreement You may have with Apple.
- N. Professional Services.** Any professional services relevant to the Service, such as consulting or development services that require any deliverables from Apple are subject to fees and a separate agreement between Apple and Institution.
- O. Electronic Delivery.** The Service and any Apple Software provided hereunder (unless such software is preinstalled on any Authorized Devices) will be delivered electronically.

- P. Fees and Taxes.** Except when tax-exempted pursuant to applicable law, Institution will pay all taxes and duties payable, if any, based on its use of the Service. You will provide Apple with proof of Institution's tax-exempt status, if any, upon Apple's request.

**5. OWNERSHIP AND RESTRICTIONS; COPYRIGHT NOTICE**

- A.** You retain all of Your ownership and intellectual property rights in Your Content and any pre-existing software applications owned by You as used or accessed in the Service. Apple and/or its licensors retain all ownership and intellectual property rights in: (1) the Service and derivative works thereof, including, but not limited to, the graphics, the user interface, the scripts and the software used to implement the Service; (2) any Apple Software provided to You as part of and/or in connection with the Service, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist; and (3) anything developed or provided by or on behalf of Apple under this Agreement. No ownership of any technology or any intellectual property rights therein shall be transferred by this Agreement. If while using the Service You encounter Content You find inappropriate, or otherwise believe to be a violation of this Agreement, You may report it through: (<http://www.apple.com/support/business-education/contact/>). You further agree that:
- i. the Service (including the Apple Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright.
  - ii. You will not, and will not cause or allow others to, use or make available to any third party such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement.
  - iii. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.
  - iv. You may not, and may not cause or allow others to, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Service.
  - v. Apple, the Apple logo, iCloud, the iCloud logo, iTunes, the iTunes logo, and other Apple trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Apple Inc. in the United States and/or other countries. A list of Apple's trademarks can be found here: (<http://www.apple.com/legal/trademark/appletmlist.html>). Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that You shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.
  - vi. During the Term of this Agreement, You grant Apple the right to use Your marks, solely in connection with Apple's exercise of its rights and performance of its obligations under this Agreement.
  - vii. As part of the Service, You may gain access to Third Party Content. The third party owner or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are governed by and subject to the terms specified by such third party owner or provider.
  - viii. You may not license, sell, rent, lease, assign, distribute, host or permit timesharing or service bureau use, or otherwise commercially exploit or make available the Service and/or any components thereof, to any third party, except as permitted under the terms of this Agreement. You agree and acknowledge that if You violate the terms of the foregoing sentence, Apple shall bear no responsibility or liability for any damages or claims resulting from or in connection with Your actions, including but not limited to data privacy breaches.



- B. By submitting or posting materials or Content on the Service: (i) You are representing that You are the owner of such material and/or have all necessary rights, licenses, and permission to distribute it; and (ii) You grant Apple a worldwide, royalty-free, non-exclusive, transferable license to use, distribute, reproduce, modify, publish, translate, perform and publicly display such Content on the Service solely for the purpose of Apple's performance of the Service, without any compensation or obligation to You. You understand that in order to provide the Service and make Your Content available thereon, Apple may transmit Your Content across various public networks, in various media, and alter Your Content to comply with technical requirements of connecting networks, devices or equipment. You agree that Apple has the right, but not the obligation, to take any such actions under the license granted herein.
- C. You will be responsible for following Apple's guidelines and templates related to the design of any area of the Service, if such customization or design is permitted by Apple, including but not limited to, the area dedicated to iTunes U. In the event You or any of Your Authorized Users do not comply with such guidelines and templates, Apple may instruct You to make necessary changes within a reasonable period of time.
- D. **Copyright Notice – DMCA.** If You believe that any Content in which You claim copyright has been infringed by anyone using the Service, please contact Apple's Copyright Agent as described in Apple's Copyright Policy at (<http://www.apple.com/legal/trademark/claimsofcopyright.html>). Apple may, in its sole discretion, suspend and/or terminate accounts of Authorized End Users that are found to be repeat infringers.

## 6. EULAS; DIAGNOSTICS AND USAGE DATA

- A. **EULA Terms and Conditions.** In order to use the Service, You and/or Your Authorized End Users will need to accept the end user license agreement terms and conditions (EULA) for any Apple Software needed to use the Service and for any other Apple Software that You choose to use with the Service. In order to use the Service, Your authorized representative must accept the EULAs for the Apple Software on the relevant web portal prior to deploying Authorized Devices running such Apple Software to Authorized End Users. If the EULAs for the Apple Software have changed, Your authorized representative will need to return to the relevant web portal and accept such EULAs in order to continue using the Service. You acknowledge that You will not be able to use the Service, or any parts or features thereof, including associating additional Authorized Devices with Your MDM Server, until such EULAs have been accepted. You are responsible for ensuring that such EULAs are provided to Your Authorized End Users, and that each Authorized End User is aware of and complies with the terms and conditions of the EULAs for the Apple Software, and You agree to be responsible for obtaining any required consents for Your Authorized End Users' use of the Apple Software. You agree to monitor and be fully responsible for all Your Authorized End Users' use of the Apple Software provided under this Agreement. You acknowledge that the requirements and restrictions in this Agreement apply to Your use of Apple Software for the purposes of the Service regardless of whether such terms are included in the relevant EULA(s).
- B. **Diagnostics and Usage Data.** If any Diagnostic and Usage collection is enabled, You agree, and shall ensure that the applicable Authorized End Users agree, that Apple and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to, unique system or hardware identifiers, and information about Your devices, system and application software, and peripherals. This information is gathered periodically to provide and improve the Service, facilitate the provision of software updates, product support and other features related to the Service, and to verify compliance with the terms of this Agreement (collectively, "Diagnostics and Usage"). You may change Your preferences for Diagnostics and Usage collection at any time by either using Your MDM settings, or on a device-by-

device basis, in Settings. Apple may use such Diagnostics and Usage information for the purposes described above, as long as it is collected in a form that does not personally identify Your Authorized End Users.

## 7. **CONFIDENTIALITY**

You and Apple may have access to each other's Confidential Information. The recipient of Confidential Information ("Recipient") will protect the discloser's ("Discloser") Confidential Information obtained in connection with this Agreement from unauthorized dissemination and use with the same degree of care that it uses to protect its own confidential information. Except as expressly set forth in this Agreement, neither You nor Apple will disclose, publish, or disseminate the other party's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Recipient will not disclose, publish, or disseminate Discloser's Confidential Information to anyone other than to its employees, agents, consultants, or contractors who have a need to know in order to accomplish such purpose, and who are bound by a written agreement that prohibits unauthorized disclosure or use of Confidential Information. The unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the Discloser that may be difficult to ascertain. Accordingly, You and Apple will each have the right to seek immediate injunctive relief to enforce one another's obligations related to Confidential Information under this Agreement in addition to any other rights and remedies available. If Recipient is required by law, regulation, or pursuant to the valid binding order of a court of competent jurisdiction to disclose Discloser's Confidential Information, unless agreed otherwise in this Agreement, Recipient may make such disclosure, but only upon notification of Discloser and expending reasonable efforts to limit the disclosure and to seek confidential, protective treatment of such information. A disclosure pursuant to the previous sentence will not relieve Recipient of its obligations to hold such information as Confidential Information.

## 8. **TERM; TERMINATION; SUSPENSION; EFFECTS OF TERMINATION**

- A. Term.** This Agreement shall commence on the date You first accept this Agreement, and shall continue until terminated in accordance with this Agreement (the "Term").
- B. Termination by Apple.** Apple may terminate this Agreement at any time and for any reason or no reason, by providing You with thirty (30) days written notice. Further, Apple may at any time and without prior notice, immediately terminate or suspend all or a portion of Managed Apple IDs and/or access to the Service upon the occurrence of any of the following: (a) violations of this Agreement, including but not limited to, Section 4.A. ("Use Restrictions"), or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by You to cancel or terminate any Managed Apple IDs and/or Service; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to You is or may become unlawful; (e) unexpected technical or security issues or problems; (f) Your participation in fraudulent or illegal activities; or (g) failure to pay fees, if any, owed by You in relation to the Service. Apple may terminate or suspend the Service in its sole discretion, and Apple will not be responsible to You or any third party for any damages that may result or arise out of such termination or suspension.
- C. Termination by You.** You may stop using the Service at any time. If You delete any Managed Apple IDs, You and the applicable Authorized End User(s) will not have access to the Service. This action may not be reversible.
- D. Effects of Termination.** If this Agreement terminates or expires, then the rights granted to one party by the other will cease immediately, subject to Section 12.L. (Survival of Terms) of this Agreement.

## 9. **INDEMNIFICATION**

To the extent permitted by applicable law, You agree to indemnify, hold harmless, and upon Apple's request, defend Apple, its directors, officers, employees, shareholders, contractors and

agents (each an "Apple Indemnified Party") from any and all claims, liabilities, actions, damages, demands, settlements, expenses, fees, costs, and losses of any type, including without limitation attorneys' fees and court costs (collectively, "Losses"), incurred by an Apple Indemnified Party and arising from or related to: (a) any Content You and/or Your Authorized End Users submit, post, transmit, or otherwise make available through the Service; (b) Your and/or Your Authorized End Users' actual or alleged breach of, or failure to adhere to, any certification, covenant, obligation, representation or warranty in this Agreement; or (c) Your and/or Your Authorized End Users' violation of any rights of another, or any laws, rules and regulations. You acknowledge that the Service is not intended for use in situations in which errors or inaccuracies in the content, functionality, services, data or information provided by the Service or Apple Software, or the failure of the Service or Apple Software, could lead to death, personal injury, or severe physical or environmental damage, and to the extent permitted by law, You hereby agree to indemnify, defend and hold harmless each Apple Indemnified Party from any Losses incurred by such Apple Indemnified Party by reason of any such use by You or Your Authorized End Users. This obligation shall survive the termination or expiration of this Agreement and/or Your use of the Service.

In no event may You enter into any agreement with a third party that affects Apple's rights or binds Apple in any way, without the prior written consent of Apple, and You may not publicize any such agreement without Apple's prior written consent.

**10. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, APPLE SOFTWARE, AND ANY ASSOCIATED CONTENT, FEATURE, FUNCTIONALITY, OR MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. APPLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, "APPLE" FOR THE PURPOSES OF SECTIONS 10 AND 11 HEREIN) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, APPLE MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE, OR FREE FROM ERRORS, LOSS, CORRUPTION, ATTACK, VIRUSES, OR HACKING; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

YOU AGREE THAT FROM TIME TO TIME APPLE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

**11. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY DIRECT, PERSONAL INJURY, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, LOSS OF GOODWILL, FAILURE TO TRANSMIT OR RECEIVE ANY DATA (INCLUDING WITHOUT

LIMITATION, COURSE INSTRUCTIONS, ASSIGNMENTS AND MATERIALS), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION, ANY OTHER TANGIBLE OR INTANGIBLE DAMAGES OR LOSSES (EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RELATED TO OR RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE, APPLE SOFTWARE, ANY FEATURES, FUNCTIONALITY, CONTENT, MATERIALS, OR THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE SERVICE; (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF THE SERVICE, YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

## 12. MISCELLANEOUS

- A. Relationship of the Parties.** This Agreement will not be construed as creating any agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between You and Apple, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. Except as otherwise expressly provided in this Agreement, this Agreement is not for the benefit of any third parties.
- B. Waiver; Assignment.** No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing and signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This Agreement may not be assigned by You in whole or in part. Any assignment shall be null and void.
- C. Verification.** To the extent permitted by applicable law, Apple may verify Your use of the Service (via remote software tools or otherwise) to assess compliance with the terms of this Agreement. You agree to cooperate with Apple in this verification process and provide reasonable assistance and access to relevant information. Any such verification shall not unreasonably interfere with Your normal business operations, and You agree that Apple shall not be responsible for any cost or expense You incur in cooperating with the verification process.
- D. No Export.** You agree that You will not export or re-export any aspect of the Service or Confidential Information received from Apple except as authorized by United States law and the laws of the jurisdiction in which the Service was obtained. In particular, but without limitation, the Service and associated data, information, and software programs 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 Denied Person's List or Entity List or any other restricted party lists. By using the Service, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons.
- E. Compliance with Laws.** Institution shall, and shall ensure that all Institution employees, contractors and agents shall, comply with all laws, rules and regulations applicable to the use of the Service, including but not limited to, those enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of all countries where business will be conducted or services performed pursuant to this Agreement.
- F. Federal Government End Users.** The Service, Apple Software, and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101,

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

- G. Attorneys' Fees.** If any action or proceeding, whether regulatory, administrative, at law or in equity is commenced or instituted to enforce or interpret any of the terms or provisions of this Agreement (excluding any mediation required under this Agreement), the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing party may be entitled. As used herein, “prevailing party” includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.
- H. Governing Law.** For Institutions domiciled in the United States, this Agreement will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. The parties further submit to and waive any objections to the personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, or any other forum in Santa Clara County, for any litigation arising out of this Agreement.

Unless otherwise required by law, if You (as an entity entering into this Agreement) are (a) a U.S. public and accredited educational institution, then (i) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which Your educational institution is domiciled, except that body of law concerning conflicts of law; (ii) any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Service, or Your relationship with Apple will take place in federal court within the Northern District of California, and (iii) You and Apple hereby consent to the personal jurisdiction of and exclusive venue of such District unless such consent is expressly prohibited by the laws of the state in which Your educational institution is domiciled; (b) located outside of the United States, the governing law and forum shall be the law and courts of the country of domicile of the Apple entity providing the Service to You as Apple is defined in Section 12(N) below.

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

- I. Publicity.** Unless otherwise agreed in a written agreement between You and Apple, You may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship with Apple without Apple's express prior written approval, which may be withheld at Apple's discretion.
- J. Notice.** Except as otherwise provided in this Agreement, any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by U.S. Postal Service, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to: Legal Department, Apple School Manager, Apple Inc., 1 Infinite Loop, MS 169-5MAL, Cupertino, California 95014 U.S.A., with a courtesy copy sent via e-mail through: (<http://www.apple.com/support/business-education/contact/>). Either party may change its address for notice by notifying the other party in accordance with this Section.

Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements.

- K. Force Majeure.** Neither party shall be responsible for failure or delay of performance that is caused by an act of war, hostility, terrorism, civil disobedience, fire, earthquake, act of God, natural disaster, accident, pandemic, labor unrest, government limitations (including the denial or cancelation of any export/import or other license), or other event outside the reasonable control of the obligated party; provided that within five (5) business days of discovery of the force majeure event, such party provides the other with a written notice. Both parties will use reasonable efforts to mitigate the effects of a force majeure event. In the event of such force majeure event, the time for performance or cure will be extended for a period equal to the duration of the force majeure event, but in no event more than thirty (30) days. This Section does not excuse either party's obligation to institute and comply with reasonable disaster recovery procedures.
- L. Survival of Terms.** All terms and provisions of this Agreement, including any and all addenda and amendments hereto, which by their nature are intended to survive any termination or expiration of this Agreement, shall so survive.
- M. Complete Understanding; Severability; Changes to the Agreement.** This Agreement constitutes the entire agreement between You and Apple regarding Your use of the Service, governs Your use of the Service and completely replaces any prior agreements between You and Apple in relation to the Service. You may also be subject to additional terms and conditions that may apply when You use affiliate services, third-party content, or third-party software. Unless specified otherwise in this Agreement as related to the Service, nothing in this Agreement supersedes the EULAs for the Apple Software. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (for example, by Apple upon notice to You). In the event that You refuse to accept such changes, Apple will have the right to terminate this Agreement and Your account. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner 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. The failure of Apple to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any translation of this Agreement is done for local requirements and in the event of a conflict between the English and any non-English version, the English version of this Agreement shall govern.

**N. Definitions.** In this Agreement, unless expressly stated otherwise:

“Administrator” means an employee or contractor (or Service Provider) of Institution who is an authorized representative acting on behalf of Institution for the purposes of account management, including but not limited to, administering servers, uploading MDM provisioning settings and adding devices to Institution accounts, creating and managing Managed Apple IDs, and other tasks relevant to administering the Service, in compliance with the terms of this Agreement.

“Apple” as used herein means\*:

- Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada for users in Canada or its territories and possessions;
- iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Tokyo for users in Japan;

- Apple Pty Limited, located at Level 2, 20 Martin Place, Sydney NSW 2000, Australia, for users in Australia, New Zealand, including island possessions, territories, and affiliated jurisdictions;
- Apple Distribution International, located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for users in the European Economic Area and Switzerland; and
- Apple Inc., located at 1 Infinite Loop, Cupertino, California, United States, for all other users.

*\*Apple reserves the right to modify and/or update the above Apple entity and address information in its sole discretion.*

“Apple Personnel” means Apple’s employees, agents and contractors.

“Apple Software” means iOS, OS X, iTunes, iTunes U, and tvOS , and any successor versions thereof.

“Authorized Devices” means Apple-branded products that are owned or controlled by You (which You and/or Your Authorized End Users, as applicable, purchase separately), that have been designated for use only by Authorized End Users and that meet the applicable technical specifications for use with the Service.

“Authorized End User(s)” means those Institution employees, contractors (or Third Party Service Providers), Administrators, and/or students, as applicable, authorized by or on behalf of Institution to use the Service in accordance with this Agreement.

"Confidential Information" means, to the extent permitted by applicable law: (i) Apple’s confidential and proprietary information disclosed in connection with this Agreement, such as support requests, reports, product roadmap information, pricing information, if any, and Apple pre-release software, services, and/or hardware (including related documentation and materials) provided to You; (ii) Institution’s confidential and proprietary information such as Your Content, class lists, student data, Managed Apple IDs, information related to any Authorized Devices assigned to MDM Servers, and school curricula purchased, created and/or disclosed in connection with this Agreement; and (iii) any other non-public information disclosed by one party to the other party that is designated in writing as confidential, or if disclosed orally, designated as confidential at the time of disclosure; provided, however, that “Confidential Information” will not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of recipient; (b) recipient can demonstrate to have had rightfully in its possession prior to disclosure to recipient by discloser; (c) is independently developed by recipient without the use of any Confidential Information; or (d) recipient rightfully obtains from a third party who has the right to transfer or disclose it to recipient without limitation.

"Content" means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials (including Personal Data as defined below).

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

“MDM Enrollment Settings” means settings for an Apple-branded product that can be

configured and managed as part of the Service, including, but not limited to, the initial enrollment flow for a device, and settings to supervise a device, make configuration mandatory, or lock an MDM profile.

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

“Personal Data” means data that can be used to identify or contact an individual.

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

“Service” means the Apple School Manager service (and any components, functionality and features thereof) for an Institution’s management of Authorized Devices, Content, and Authorized End Users’ access and use through Apple’s web portal and other Apple websites and services (such as iCloud), as made available by Apple to Institution pursuant to this Agreement.

“Third Party Content” means all data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials, in any format, that are obtained or derived from third party sources other than Apple and made available to You through, within, or in conjunction with Your use of the Service.

“Third Party Service Provider” means a third party who provides a service to You in accordance with the terms of this Agreement.

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

“Your Content” means all data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials, (including Personal Data as defined above), in any format, provided by You or on behalf of Your Authorized End Users, which Content resides in, or runs on or through, the Service.



**EXHIBIT A**  
**Managed Apple IDs for Students**  
**Disclosure on Collection and Use of Information**

**Managed Apple ID**

With the Managed Apple ID an Institution creates, students will be able to take advantage of the Apple services that are available with a Managed Apple ID for educational purposes including iCloud and iTunes U. In addition, students can use a limited number of Apple services that You choose to make available for educational purposes. For example, such optional services can include:

- Making and receiving FaceTime video and voice calls
- Creating and sharing photos, videos, audio messages, and messages using Camera, Photos, iPhoto, iCloud Photo Sharing, Messages, Mail and other Apple apps
- Enrolling and participating in iTunes U courses
- Interacting with the Classroom App, an app offered by Apple which allows teachers and Administrators to guide students through lessons and view their device screens
- Saving contacts, calendar events, notes, reminders, photos, documents and backups to iCloud
- Accessing and searching the internet and internet resources through Safari and Spotlight

**Creating Your Students' Managed Apple ID**

You acknowledge that You are responsible for obtaining all necessary rights and consents from each student, and/or, where necessary, each student's parent or legal guardian, to create Managed Apple IDs, to allow Apple to provide the Service using the Managed Apple IDs, and to use and maintain student data provided by You or Your Authorized End Users to Apple through the Service.

Apple may take additional steps to verify that the person granting permission for the creation of Managed Apple IDs for Your students is an official from Your school with authority to provide consent for the relevant students.

Apple will not knowingly collect, use, or disclose any Personal Data from Your students without appropriate consent. Where local law places requirements on You for verifiable consent and/or requires You to inform students and/or parents of such collection, use or disclosure, it will be Your responsibility to comply with those requirements. Apple will not knowingly collect, use or disclose Personal Data from Your students when You have not met such local law requirements. Your students will be able to use their Managed Apple IDs to access those Apple features and services You choose to make available to Your Authorized End Users for educational purposes.

**Collection of Information**

The following information is needed to create a Managed Apple ID for use by a student: student's name, grade level, class, and student ID. At Your option, You may also provide Your student's email address or photo. In order to protect the security of Your students' accounts and preserve Your ability to easily reset students' passwords online, You should keep this information confidential.

In order to provide and improve the Service for educational purposes, Apple may collect other information that in some cases has been defined under COPPA or other applicable laws as Personal Data, such as device identifiers, cookies, IP addresses, geographic locations, and time zones where Apple devices are being used.

**Use of Information**

Apple's Privacy Policy is available at <http://www.apple.com/privacy/>, and, to the extent consistent with this Disclosure, is incorporated herein by reference. **If there is a conflict between Apple's Privacy Policy and this Disclosure, the terms of this Disclosure shall take precedence** as relevant to the Service available via a Managed Apple ID.

Apple may use students' Personal Data provided by You or Your Authorized End Users to Apple through

the Service in order to provide and improve the Service for educational purposes. Apple may use device identifiers, cookies, or IP addresses to conduct analytics in a non-personally identifiable form to improve our relevant products, content, and services, and for security and account management purposes. Apple will not use students' Personal Data to help create, develop, operate, deliver or improve advertising.

In addition, Apple may use, transfer, and disclose non-personal data (data that does not, on its own, permit direct association with Your students' identities) for any purpose. Aggregated data is considered non-personal data. If You have enabled diagnostics and usage data collection on a device, we will receive non-personally-identifiable information such as crash data and statistics about how the device uses apps.

Limit Ad Tracking will be enabled by default for all devices associated with Your Managed Apple IDs created through the Service to ensure they do not receive targeted advertising. However, non-targeted advertising may still be received on those devices, as determined by any third party apps that You may download.

### **Disclosure to Third Parties**

#### **Managed Apple IDs**

Subject to the restrictions You set, Your students may also share information with Your other students and instructors through iWork, iCloud Photo Sharing, the Classroom App and shared calendars and reminders.

Additionally, if Your student uses his or her Managed Apple ID to sign in on a device that is owned by a third party (such as a friend's iPod or a parent's iPad), information associated with that student's Managed Apple ID account may be visible or accessible to others using the device unless and until the student signs out.

#### **Service Providers**

Apple may provide Personal Data to service providers who provide services to Apple in connection with Apple's operation of the Service, such as information processing, fulfilling customer orders, delivering products to You or Your students, managing and enhancing customer data, and providing customer service. The service providers will be bound by contract to treat such data in no less a protective way than Apple has undertaken to treat such data under this Agreement, and will not be permitted to use such data for any purpose beyond that specified herein. A list of such service providers is available upon request.

#### **Others**

Apple may also disclose Personal Data about You or Your students 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.

#### **Access, Correction, and Deletion**

Apple provides You with the ability to access, correct, or delete data associated with Your students' Managed Apple IDs. Please contact us here: [www.apple.com/privacy/contact/](http://www.apple.com/privacy/contact/).

PLEASE NOTE: THIS DISCLOSURE DOES NOT APPLY TO THE DATA COLLECTION PRACTICES OF ANY THIRD PARTY APPS. PRIOR TO PURCHASE OR DOWNLOAD OF THIRD PARTY APPS AVAILABLE TO A STUDENT WITH A MANAGED APPLE ID, YOU SHOULD REVIEW THE TERMS, POLICIES, AND PRACTICES OF SUCH THIRD PARTY APPS.