



FLOYD COUNTY BOARD OF EDUCATION
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Consent Agenda Item (Action Item): Consider/Approve Apple Purchasing and Service

Applicable State or Regulations: BOE Policy 01.11 General Powers and Duties of the Board of Education

Fiscal/Budgetary Impact: Covered under KETS contract

History/Background: The Technology Department is requesting approval of the agreements for Apple School Manager and for the Apple Volume Purchase program for teacher used iPad apps and district management of those apps.

Recommended Action: Approve as presented

Contact Person(s): Wesley Turner, District Technology Coordinator

N/A
District Tech Coordinator

Wesley Turner
Director

Anna W. Shepherd
Superintendent

Date: 8-18-2023

WELCOME TO APPLE SCHOOL MANAGER

This Apple School Manager Agreement ("Agreement") between Your Institution and Apple governs Your Institution's use of Software, services and websites that make up Apple School Manager (collectively referred to as the "Service"). 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, 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 End Users; (iv) manage the transmission, storage, purchase and maintenance of relevant data and Content related to the Service; (v) manage Your creation and administration of courses using the Service; and (vi) enable certain features and functionality of the Service for End Users to use with their Managed Apple IDs including, without limitation, the measurement of student progress on activities assigned in ClassKit enabled applications through Apple School Manager, features involving Third Party Products and Services as set forth in Section 3 of this Agreement, and the features and services set forth in Section 4D of this Agreement. 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 Web Portal and an Administrator account with which You will be able to create and manage the Managed Apple IDs for End Users and make the features of the Service available. Once You create the Managed Apple IDs for End Users, such accounts will be accessible via Institution-owned shared or individual devices, and any devices used by 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 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 End Users to use the Service for the foregoing purpose, and You are responsible for Your End Users' compliance with the terms of this Agreement.

B. You do not acquire 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, features, services or products as part of the Service.

3. DATA PRIVACY AND SECURITY

A. Customer Instructions and Use of Personal Data. Under this Agreement, Apple, acting as a data processor on Your behalf, may receive Personal Data if provided by You or on Your behalf and Your End Users. By entering into this Agreement, You instruct Apple to

process such Personal Data, in accordance with applicable law: (i) to provide and improve the Service, including any Apple features, functionality, and services You or applicable End Users enable; (ii) pursuant to Your instructions as given through Your or applicable End Users' use of the Service (including the Web Portal and other features and functionality of the Service); (iii) as specified under this Agreement including as set forth in Exhibit A for student End Users; and (iv) as further documented in any other written instructions given by You and acknowledged by Apple as constituting instructions under this Agreement.

You understand that Apple may process Personal Data associated with a Managed Apple ID, such as name, Institution, enrolled classes, role, email address, grade level, user identifiers, and device identifiers, as applicable and depending on the type of End User, the services used, and data provided. Apple may also process Personal Data in connection with its provision of features and services that are available with a Managed Apple ID, including without limitation those services outlined in Section 1A above, Section 4D below, Apple Services, and services outlined in Exhibit A for student End Users. The processing of student End Users' Personal Data is explained in further detail in Exhibit A.

Apple shall only process Personal Data pursuant to Your instructions, as described in this Agreement, including Section 3A and Exhibit A for student End Users, unless (i) prohibited by an applicable legal requirement from doing so or (ii) required to do so by an applicable legal requirement. In such cases, Apple will inform You of that legal requirement before processing Personal Data (unless prohibited by that law from doing so on important grounds of public interest). Apple shall not disclose any Personal Data or engage in any processing activity in connection with this Agreement in such a manner as to constitute a "sale" or "sharing" (as those terms are defined in the California Consumer Protection Act (CCPA) or any similar concept in other data protection laws) of Personal Data. Apple shall immediately inform You if, in Apple's opinion, any of Your instructions infringes the GDPR or other Union or Member State data protection provisions, to the extent required. Apple shall also inform you if it can no longer meet its obligations under the California Consumer Protection Act (CCPA) or other applicable data protection laws and regulations.

In addition, Apple and its affiliates and agents may collect, use, store, and process diagnostic, technical, usage and related information, including but not limited to, unique system or hardware identifiers, and information about Your Authorized Devices, system and application software, and peripherals, cookies, and IP addresses in a way that does not personally identify Your End Users in order to provide and improve the Service; to facilitate the provision of software updates, product support, and other features related to the Service; for security and account management purposes; and to verify compliance with the terms of this Agreement.

B. Compliance with law. You agree that You are solely liable and responsible for ensuring Your compliance with all applicable laws, including without limitation 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 End User making such data available. You are responsible for safeguarding and limiting access to End User data by all persons and any of Your service providers, including Your Third Party Service Providers, with access to End User data and for the actions of all persons who are permitted access to use the Service by You.

C. Data Incidents. Apple will (i) notify Institution, without undue delay and as required by law, if Apple becomes aware that there has been a breach of security of the Service leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Institution's Personal Data ("a Data Incident"); and (ii) take reasonable steps to minimize harm and secure Institution's Personal Data. You are responsible for providing Apple with Institution's updated contact information for such notification purposes. Apple will also assist Institution to the extent it involves Personal Data that Apple has access to in connection with the Service, to ensure Institution complies with its obligations to provide notice of Data Incidents to supervisory authorities or data subjects as required under Articles 33 and 34 of the GDPR, if applicable, or any other equivalent obligations under applicable law.

Apple will not access the contents of Your Personal Data in order to identify information subject to any specific legal requirements. Institution is responsible for complying with incident notification laws applicable to the Institution and fulfilling any third party obligations related to Data Incident(s).

Apple's notification of, or response to, a Data Incident under this Section 3C will not be construed as an acknowledgment by Apple of any responsibility or liability with respect to a Data Incident.

D. Your Audit/Inspection Rights. To the extent that the GDPR applies to the processing of Your or Your End Users' Personal Data, Apple will provide You with the information necessary to demonstrate compliance with Article 28 of that law. In the event that You have audit rights under other applicable laws, Apple will provide You with the information necessary to demonstrate compliance with Your obligations under those laws. If you choose to exercise Your audit rights under this Section 3D, Apple shall demonstrate compliance by providing you with a copy of Apple's ISO 27001 and ISO 27018 Certifications.

E. Security Procedures. Apple shall use industry-standard measures to safeguard Personal Data during the processing of Personal Data. Encrypted Personal Data may be stored at Apple's geographic discretion. As part of these measures, Apple will also use commercially reasonable efforts to: (a) encrypt Personal Data at rest and in transit; (b) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) restore the availability of Personal Data in a timely manner in the event of a physical or technical issue; and (d) regularly test, assess, and evaluate the effectiveness of technical and organizational measures for ensuring the security of the processing of Personal Data. Apple may update the security features from time to time as long as the updates do not result in the degradation of the overall security of the Service.

F. Security controls. Apple will assist You to ensure Your compliance with Your obligations with regards to the security of Personal Data, including Your Institution's obligations, under Article 32 of the GDPR or equivalent obligations under applicable law, by implementing the Security Procedures set forth in Section 3E of this Agreement and by maintaining the ISO 27001 and ISO 27018 Certifications. Apple will make available for review by Institution the certificates issued in relation to the ISO 27001 and ISO 27018 Certifications following a request by You or Your Institution under this Section 3F.

G. Security Compliance. Apple will take appropriate steps to ensure compliance with security procedures by Apple Personnel and Apple Service Providers and Apple shall ensure that any persons authorized to process Personal Data comply with applicable laws regarding the confidentiality and security of Personal Data with regards to the Service.

H. Data Impact Assessment and Prior Consultation. Apple will reasonably assist Institution as required under applicable law, to the extent it involves Personal Data Apple has access to in connection with the Service, to ensure Institution's compliance with any applicable obligations requiring Institution to conduct data protection impact assessments, or to consult with a supervisory authority prior to processing where such is required by law.

I. 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) Your 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 to minimize the harm and secure the data.

J. Data Transfer. If required by law, Apple will ensure that any international data transfer is done only to a country that ensures an adequate level of protection, has provided appropriate safeguards as set forth in applicable law, such as those in Articles 46 and 47 of the GDPR (e.g., standard data protection clauses), or is subject to a derogation in Article 49 of the GDPR. 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/enterprise/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.

K. Destruction of Data. Upon termination of this Agreement for any reason, Apple shall securely destroy Your and Your End Users' Personal Data that is stored by Apple in connection with the Service within a reasonable period of time, but in any case, no longer than 180 days.

L. Requests Regarding Personal Data.

- i. **Institution Requests:** Apple shall provide You with the ability to access, correct, retrieve, or delete Your and Your End Users' Personal Data in accordance with Your obligations under privacy and data protection laws, as applicable. In the event that You make a request to Apple regarding Your or Your End Users' Content or Personal Data in connection with the Service, Apple will either reasonably (i) enable You to manage such requests directly, such as through available tools in the Web Portal, or (ii) cooperate with You to handle such requests to the extent such requests involve Personal Data that Apple has access to. Apple is not responsible for data, including Content or Personal Data, You store or transfer outside of Apple's system (for example, student records located in your Student Information System). Requests for deletion handled via Apple School Manager will be completed within 30 days.
- ii. **End User Requests:** In the event that Apple receives any requests from End Users for a copy of their Personal Data in connection with the Service, Apple will either reasonably (i) enable You to manage such requests directly, such as through available tools in the Web Portal, or (ii) cooperate with You to handle such

requests to the extent such requests involve Personal Data that Apple has access to. If You choose to allow Apple to provide a copy of an End User's Personal Data in its privacy portal at privacy.apple.com through the Web Portal, You hereby instruct Apple, upon the End User's request, to process and fulfil such End User's request to access their data as available on privacy.apple.com on Your behalf.

- iii. **Third Party Requests:** In the event that Apple receives a third party request, such as a request from law enforcement or a regulatory authority, for Your or Your End User's Content or Personal Data ("Third Party Request"), Apple will (i) notify You, to the extent permitted by law, of its receipt of the Third Party Request; and (ii) 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 the event You are subject to an investigation by a data protection regulator or similar authority regarding Personal Data, Apple shall provide You with assistance and support in responding to such investigation to the extent it involves Personal Data that Apple has access to in connection with the Service.

M. 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, the parties agree that for the purposes of this Agreement, Apple will (a) act as a "school official" as defined in 34 C.F.R. § 99.31(a)(1)(i) with a legitimate educational interest; (b) with respect to applicable End Users' Personal Data, perform an institutional service or function under the direct control of the Institution for which the Institution would otherwise use employees; (c) use applicable End Users' Personal Data only for a purpose authorized by the Institution, including as set forth in this Agreement; and (d) not re-disclose applicable End Users' Personal Data to third parties or affiliates except as authorized under this Agreement, with permission from the Institution, pursuant to a court order, or as otherwise permitted under applicable laws or regulations.

N. COPPA. Apple will use and maintain Personal Data, provided by You and Your End Users to Apple in connection with the Service, 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 collect, use, or disclose Personal Data of children under the age of 13. You grant Apple permission to collect, use and disclose such Personal Data for the purpose of providing and improving the Service and as set forth in Exhibit A.

O. 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 or services 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 End Users to sign into the Service through federated identity providers. You are not required to use such additional products or services in relation to the Service, and Your Administrator may restrict the use of such additional products or services in accordance with this Agreement. Prior to accessing, using, downloading, installing, or enabling third party products or services for use with a Managed Apple ID, You should review the terms, policies and practices of the third party products and services to understand what data they may collect from Your 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.

P. Apple Service Provider. Apple may provide Personal Data to Service Providers who provide services to Apple in connection with the Service. You authorize Apple to use all the Apple entities set forth in the definition of "Apple" as a Service Provider and any other Service Providers Apple may use, provided that such Service Providers are bound by contract to treat Personal Data in no less a protective way than Apple has undertaken to treat such data under this Agreement, and will not use such data for any purpose beyond that specified herein. The list of Service Providers is available at https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors_us.pdf. If a Service Provider fails to fulfill its data protection obligations under this Agreement, Apple shall remain fully liable to You for the performance of that Service Provider's obligations as required by applicable law.

4. SERVICE

A. Use Restrictions. You will ensure Your and Your End Users' use of the Service complies with this Agreement, and You will inform Your End Users of, and enforce, the restrictions set forth in this Agreement. You agree that neither You nor Your 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 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 Managed 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 or Your End User's 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 necessary steps to protect the Service and Apple's systems, which may include suspension of Your access to the Service.

If you are a covered entity, business associate or representative of a covered entity or business associate (as those terms are defined at 45 C.F.R § 160.103), You agree that you will not use any component, function or other facility of iCloud to create, receive, maintain or transmit any "protected health information" (as such term is defined at 45 C.F.R § 160.103) or use iCloud in any manner that would make Apple (or any Apple Subsidiary) Your or any third party's business associate.

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 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 End Users about using the Managed Apple ID accounts.

C. End User Consent. Administrators will have the ability to monitor, access or disclose End User data associated with Managed Apple ID accounts through the Web Portal and/or Administrator tools. You represent and warrant that, prior to deploying the Service to Institution and any 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 End User, or where necessary and applicable, each End User's parent or legal guardian, to allow Apple to: (1) provide and improve the Service in accordance with this Agreement; and (2) access and receive 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 End Users to access the Service. Apple will provide You with the tools to create Managed Apple IDs for Your End Users. When You create Managed Apple IDs for Your 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 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 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 End 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 requiring two types of information for authentication purposes, such as a 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 for Institution to receive autodialed or prerecorded calls and text messages from Apple for authentication and account related purposes, which may be subject to standard message and data rates. 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 End Users will also require two-factor authentication, such as identification of an Authorized Device and an authentication code generated in the Web Portal or a telephone number. In all instances, You are responsible for: (a) distributing the Managed Apple IDs You create to identified End Users; (b) approving access to the Service by such End Users; (c) controlling against unauthorized access; and (d) maintaining the confidentiality and security of user names, 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, if applicable), location settings (such as location-based reminders that You have set up), and Home screen and app organization. Content that You purchase, download or provide access to Your End Users from the App Store or Apple Books Store, and Content purchased from or provided by any third parties, will not be backed up. Such Content may be eligible for re-download from those services, subject to account requirements, availability, and any applicable terms and conditions. Content synced from Your End Users' computers will not be backed up. If You enable iCloud Photo Library, the photo libraries of Your End Users will be backed up separately from their automatic iCloud backup. The Content stored in an End User's contacts, calendars, bookmarks, and documents is accessible via iCloud on the web or on any Apple device that an End User signs into using their Managed Apple ID. It is solely Your responsibility to maintain appropriate alternative backup of Your and Your 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 End User's Photo Library in iCloud, and then pushed to all of the End User's other iCloud Photo Library-enabled devices and computers. If the End User later makes changes (including deletions) to the Device Photo Library on any of these devices or computers, such changes will automatically be sent to and reflected in the 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 End User's 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 End User's iCloud-Photo-Library-enabled device. If You do not wish to use iCloud Photo Library, You may disable it for Your Managed Apple ID and/or on Your Authorized Devices.

vi. **Schoolwork.** If you make Schoolwork available to Your End Users, teachers and students at Your Institution can manage their school work and assignments using a Managed Apple ID.

1. **iCloud File Sharing.** When you share a file using Schoolwork in connection with a Managed Apple ID, Apple automatically organizes any files shared into class folders for students and teachers in the iCloud Drive. Your End Users can access their shared files using their Managed Apple ID. Annotations or changes made to these files will be visible by any End User in a class with whom You have shared a file. You can stop sharing files at any time. Files created by Your End Users using Managed Apple IDs are stored until you delete them. However, any file previously copied to another device or computer will not be deleted.

2. Student Progress. When You opt-in to the Student Progress feature in the Web Portal, student progress on activities assigned in ClassKit enabled applications will be recorded and reported to the ClassKit framework. Only activities assigned by Your teachers using Schoolwork will initiate the recording and reporting of student progress information. Your student End Users will be able to view their own student progress information in Schoolwork and in Settings on their device. Your teacher End Users will be able to view the student progress information of all students in their class for activities they assign. Student data created through Your use of Schoolwork or ClassKit enabled applications will be treated in accordance with Section 3 and Exhibit A of this Agreement. If You opt-out a Managed Apple ID from the Student Progress feature, all student progress Personal Data associated with that Managed Apple ID will be deleted in accordance with Section 3L(i).

vii. **Third Party Apps.** If You make available any third party apps for Your 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 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 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 End Users are in compliance with any storage limits and all applicable laws for each Managed Apple ID based on the third party apps You make available to Your End Users to download.

viii. **Other Apple Services.** If You make available other Apple Services for Your non-student End Users to sign into, You agree to allow the Apple Services to store data in the accounts associated with those End Users' Managed Apple IDs, and for Apple to collect, store and process such data in association with Your and/or Your non-student End User's use of the Apple Service. You are responsible for ensuring that You and Your non-student End Users are in compliance with all applicable laws for each Managed Apple ID based on the Apple Service you allow Your End Users to access. If Your non-student End Users access certain Apple Services, Apple may communicate with Your End Users about their use of the Service, Apple Services, and updates to Apple Services.

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 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., in connection with iCloud 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, of the 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 End Users upload, download, post, email, transmit, store or otherwise make available through the use of the Service. You shall ensure that Your 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 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 for any Content provided by You or Your End Users. Apple has the right, but not an 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 not be liable or responsible for any content, advertising, products or materials on or available from such sites or resources used by You or Your End Users.

K. Purchasing Apps and Books.

i. **Acquisition of Content.** Acquisition of Content from the App Store or Apple Books Store using Managed Apple IDs is automatically disabled. You may choose to enable Your Administrators or teachers and staff to access such Content by granting them purchasing authority and allowing them to access the Volume Purchase Program (VPP) to purchase Apps and Books for use on the Service. Your use of the App Store, and/or Apple Books Store is subject to Sections G and H of the Apple Media Services Terms and Conditions (<https://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. **Volume Purchase Program.** Purchases You choose to transact through Apple's Volume Purchase Program are subject to the VPP terms, and delivered to End Users or assigned to a device through the App Store and/or the Apple Books Store.

L. Updates and Maintenance; Changes to Service.

i. **Updates and Maintenance.** Apple may, from time to time, update the Software used by the Service. These updates could 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. Your Institution will pay all taxes and duties payable, if any, based on its use of the Service, unless exempt by applicable law. You will provide Apple with proof of Your 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 (the "Software"); (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 <https://www.apple.com/legal/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 at <https://www.apple.com/legal/intellectual-property/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 an Information Security Breach or a Data Incident.

B. By submitting or posting materials or Content using 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. 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 (<https://www.apple.com/legal/contact/copyright-infringement.html>). Apple may, in its sole discretion, suspend and/or terminate accounts of End Users that are found to be infringers.

6. EULAS

A. EULA Terms and Conditions. In order to use the Service, You and/or Your 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 Administrator must accept the EULAs for the Apple Software on the Web Portal prior to deploying Authorized Devices running such Apple Software to End Users. If the EULAs for the Apple Software have changed, Your Administrator will need to return to the 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 End Users, and that each 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 End Users' use of the Apple Software. You agree to monitor and be fully responsible for all Your 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).

7. 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, provided Apple gives You 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 4A. ("Use Restrictions"), or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request and/or order from law enforcement, a judicial body, or other government agency; (c) where provision of the Service to You is or may become unlawful; (d) unexpected technical or security issues or problems; (e) Your participation in fraudulent or illegal activities; or (f) failure to pay fees, if any, owed by You in relation to the Service if you fail to cure such failure within thirty (30) days of being notified in writing of the requirement to do so. 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 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 10L (Survival of Terms) of this Agreement.

E. Third party rights. 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.

8. 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 8 AND 9 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.

9. 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.

10. 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. Export Control. Use of the Service and Software, including transferring, posting, or uploading data, software or other Content via the Service, may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, but without limitation, the 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 Denied Person's List or Entity List. By using the Software or 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 Software or Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You further agree not to upload to your account any data or software that is: (a) subject to International Traffic in Arms Regulations; or (b) that cannot be exported without prior written government authorization, including, but not limited

to, certain types of encryption software and source code, without first obtaining that authorization. This assurance and commitment shall survive termination of this Agreement.

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. To the extent not prohibited by applicable law, 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. If Your Institution is a U.S. public and accredited educational institution, then this Agreement will be governed and construed in accordance with the laws of the state in which Your Institution is domiciled, except that body of law concerning conflicts of law. You and Apple hereby consent to the personal jurisdiction and exclusive venue of the federal courts within the state in which Your Institution is domiciled.

For all other institutions domiciled in the United States or subject to United States law under this Agreement, 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.

If Your Institution is 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 defined in Section 10M.

If You are an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through Your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration under the Rules of Arbitration of the International

Chamber of Commerce (the "ICC Rules") in effect at the time of applying for arbitration by three arbitrators appointed in accordance with such rules, and will be conducted according to the International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration. The place of arbitration shall be London, England. The arbitration shall be conducted in English. Upon Apple's request, You agree to provide evidence of Your status as an intergovernmental organization with such privileges and immunities.

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

I. 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: Apple Inc., Apple Developer Legal (Apple School Manager), One Apple Park Way, 37-21SM, Cupertino, California 95014 U.S.A. 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.

J. 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.

K. 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 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.

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

"Administrator" means an employee or contractor (or Third Party 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 Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for users in the European Economic Area and Switzerland; and
- Apple Inc., located at One Apple Park Way, Cupertino, California, 95014, United States, for all other users.
- Apple Services LATAM LLC, located at 1 Alhambra Plaza, Ste. 700 Coral Gables, Florida 33134, U.S.A., for Institutions in Mexico, Central America, South America, or any Caribbean country or territory (excluding Puerto Rico).

"Apple Personnel" means Apple's employees, agents and/or contractors.

"Apple Services" means the App Store, Apple Books, Apple Online Store, AppleCare, Apple Teacher Learning Center and other Apple Services as available to Your End Users under this Agreement.

"Apple Software" means iOS, macOS, Schoolwork, and tvOS, and any successor versions thereof.

"Apple Service Provider" and "Service Provider" 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 Service.

"Authorized Devices" means Apple-branded hardware that are owned or controlled by You (or which Your End Users personally own (e.g., BYOD devices)), that have been designated for use only by End Users and that meet the applicable technical specifications and requirements for use in the Service. Notwithstanding the foregoing, BYOD devices are not permitted to be enrolled in supervised device management by You as part of the Service and may not be added to Your account.

"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.

"End User(s)" means those Institution employees, teachers, staff, 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.

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

"GDPR" means 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.

"ISO 27001 Certification" means an ISO/IEC 27001:2013 certification or a comparable certification that covers the Services.

"ISO 27018 Certification" means an ISO/IEC 27018:2014 certification or a comparable certification that covers the Services.

"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 Third Party Service Provider acting on Your behalf) that have been designated to communicate with the Service.

"Personal Data" means data that can be reasonably used to identify an individual that is under the control of the Institution under this Agreement. Personal Data may relate to students, teachers, Administrators, employees, and contractors of Your Institution, such as information associated with a Managed Apple ID. Personal Data does not include information that has been aggregated, anonymized, or de-identified in a manner that such data can no longer be reasonably linked to or associated with 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, Managed Apple IDs and iCloud storage connected to such Managed Apple IDs, and authorized End Users' access and use through the 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 End Users, which Content resides in, or runs on or through, the Service.

"Web Portal" means the web-based platform provided by Apple that allows You to manage the Service.

EXHIBIT A

Privacy Notice for Student Personal Data

Your Students' Managed Apple ID

With the Managed Apple ID You create, students will be able to take advantage of the Apple features and services You choose to make available for educational purposes. For example, students can use their Managed Apple IDs to:

- Make and receive FaceTime video and voice calls
- Create and share photos, documents, videos, audio messages, and text messages using Camera, Photos, iCloud Photo Sharing, Messages, Mail, iWork and other Apple apps
- Interact with the Classroom App, which allows teachers and Administrators to guide students through lessons and view their device screens
- Save contacts, calendar events, notes, reminders, photos, documents and backups to iCloud
- Access and search the internet and internet resources through Safari and Spotlight
- Record their and share their progress on ClassKit enabled apps if the Student Progress feature is enabled in Apple School Manager
- Use Schoolwork to view class assignments, navigate to assigned app activities, collaborate with teachers and other students, and submit your work

Apple will not knowingly collect, use, or disclose any Personal Data from Your students without appropriate consent. You acknowledge that You are responsible for obtaining consent from, and providing sufficient notice to, students and/or parents, where required under applicable law, to create Managed Apple IDs, to allow Apple to provide the Service using the Managed Apple IDs, and to collect, use, and disclose student Personal Data provided by You or Your End Users to Apple through the Service, including any additional features and services You make available to Your students.

Apple may take additional steps to verify that the person granting permission for the creation of Managed Apple IDs for Your students is an Administrator from Your Institution with authority to provide consent on Your behalf.

Collection of Information

Managed Apple ID Creation:

Apple may receive the following Personal Data if provided by You or on Your behalf to create a Managed Apple ID for Your students: student name, Institution, enrolled classes, role, and student ID. At Your option, You may also provide Your student's grade level and email address. 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.

Use of Apple Services with a Managed Apple ID:

Apple may collect Personal Data associated with Your students' use of the Apple features and services You choose to make available for educational purposes, including the information described above. For example, if You choose to use Schoolwork, Apple may collect Personal Data from students that is related to activities their teachers assign through Schoolwork, such as when Your students mark an activity as complete and their feedback on assigned activities. If You enable the Student Progress feature in Apple School Manager, Apple will receive data about Your students' progress on assigned activities from participating apps, such as reading a chapter in a book, completing a set of math equations or taking a quiz.

In addition, Apple may collect diagnostic and technical data on Your students' use of the Service including, for example, IP address, information about Your students' devices, browsers, system and application software, and peripherals.

Use of Information

Apple may use students' Personal Data provided to Apple by You or Your End Users in connection with the Service in order to provide and improve the Service for educational purposes and to comply with applicable law.

Apple will not use students' Personal Data to help create, develop, operate, deliver or improve advertising. Personalized Ads will be disabled by default for all devices associated with Your Managed Apple IDs created through the Service to ensure Your students 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.

Apple may use non-personally identifiable diagnostic, technical, usage and related information, including but not limited to, identifiers, information about Authorized Devices, system and application software, and peripherals, and cookies in order to provide and improve the Service; to facilitate the provision of software updates, product support and other features related to the Service; for security and account management purposes; and to verify compliance with the terms of this Agreement. For example, Apple may use non-personally identifiable data on Your students use of Schoolwork (which is not associated with a Managed Apple ID) to provide and improve the app.

Disclosure to Third Parties

Managed Apple IDs

Subject to the restrictions You set, Your students may also share information with Your other students and teachers through use of the Apple services and features that you choose to make available, including the services and features described above.

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 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.

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 or services 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 students to sign into the Service through federated identity providers. You are not required to use such additional products or services in relation to the Service, and Your Administrator may restrict the use of such additional products or services in accordance with this Agreement. Prior to accessing, using, downloading, installing, or enabling third party products or services for use with a Managed Apple ID, You should review the terms, policies and practices of the third party products and services to understand what data they may collect from Your student, how the data may be used, shared and stored, and, if applicable, whether such practices are consistent with any consents You have obtained.

Apple Service Providers

Apple may provide Personal Data to Apple Service Providers who perform certain tasks on Apple's behalf, such as processing or storing data and providing customer service, in connection with Apple's provision of the Service. You authorize the use of Apple Inc. as a Service Provider and any other Service Providers Apple may use, provided such Service Providers are 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 use such data for any purpose beyond that specified herein. A list of such Service Providers will be available upon request. Where an Apple Service Provider fails to fulfill its data protection obligations under this Agreement, Apple shall remain fully liable to You for the performance of that Apple Service Provider's obligations as required under applicable law.

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. You can delete data associated with Your Managed Apple IDs through the Web Portal. If you have questions, you can contact us at <https://www.apple.com/legal/privacy/contact/>.

Parent/Guardian Review and Deletion of Information

The parents or guardians of student End Users with a Managed Apple ID in Primary/Secondary (K-12) schools can contact the Administrator to access their child's Personal Data or request deletion. If a parent or guardian wishes to stop any further collection of their child's Personal Data, the parent or guardian can request that the Administrator use the Service controls available to limit their child's access to certain features, or delete the child's account entirely.

Apple's Privacy Policy is available at <https://www.apple.com/legal/privacy/> and, to the extent consistent with this Notice and Section 3 of this Agreement, is incorporated herein by reference. **If there is a conflict between Apple's Privacy Policy and this Notice and Section 3 of this Agreement, the terms of this Notice and Section 3 of this Agreement shall take precedence** as relevant to the Service available via a Managed Apple ID.

PLEASE NOTE: THIS NOTICE 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.

BIENVENIDO A APPLE SCHOOL MANAGER

Este Contrato de Apple School Manager (el "Contrato") entre Tu Institución y Apple rige el uso que Tu Institución hace del Software, los servicios y los sitios web que componen Apple School Manager (designados conjuntamente como el "Servicio"). Aceptas que cuentas con las facultades legales necesarias para obligar a Tu Institución a estos términos. Al hacer clic en "Aceptar", aceptas que has leído y entendido estos términos, y acuerdas que estos términos serán aplicables si decides acceder o usar el Servicio o si lo pones a disponibilidad de otros. Si no tienes la facultad legal para obligar a Tu Institución o no aceptas estos términos, no hagas clic en "Aceptar".

1. GENERAL

A. Servicio. Apple es el proveedor del Servicio, que te permite, de conformidad con los términos y condiciones del Contrato, hacer lo siguiente: (i) inscribir Dispositivos Autorizados para efectos de la Administración de Dispositivos Móviles (MDM) dentro de Tu Institución; (ii) acceder a herramientas de software relevantes para facilitar el Servicio; (iii) administrar Tu creación y distribución de Apple ID Administrados y el uso por parte de Tus Usuarios Finales; (iv) administrar la transmisión, el almacenamiento, la compra y el mantenimiento de los datos y el Contenido correspondientes relacionados con el Servicio; (v) administrar Tu creación y administración de cursos mediante el uso del Servicio; y (vi) habilitar ciertas características y características del Servicio para que usen los Usuarios Finales con sus Apple ID Administrados, incluida, entre otras, la medición del progreso de los estudiantes en actividades asignadas en las apps compatibles con ClassKit mediante Apple School Manager, las características relacionadas con Productos y Servicios de terceros en virtud de la Sección 3 de este Contrato y las funcionalidades y los servicios establecidos en la Sección 4D de este Contrato. Aceptas usar el Servicio únicamente en cumplimiento con el Contrato y cualquier ley y regulación aplicable.

B. Inscripción de Usuarios y Dispositivos. Podrás usar las funcionalidades de inscripción de dispositivos para inscribir en el Servicio únicamente Dispositivos Autorizados. Si decides usar el Servicio e inscribir Dispositivos Autorizados, de conformidad con este Contrato, Apple te proporcionará un Portal Web y una cuenta de Administrador con la que podrás crear y administrar los Apple ID Administrados para Usuarios Finales y poner a disposición las funcionalidades del Servicio. Una vez que crees los Apple ID Administrados para Usuarios Finales, se podrá acceder a dichas cuentas a través de dispositivos propiedad de la Institución individuales o compartidos y cualquier dispositivo usado por un Usuario Final para acceder a su cuenta de Apple ID Administrado. Eres responsable de determinar y seleccionar las características del Servicio que deseas proporcionar a Tus Usuarios Finales.

2. DERECHO DE USO

A. Salvo que se indique lo contrario en el Contrato, tienes un derecho limitado, no exclusivo, no asignable y no transferible de acceder y usar el Servicio durante la Vigencia, únicamente para Tus operaciones de educación y sujeto a los términos de este Contrato. Podrás permitir a Tus Usuarios Finales usar el Servicio para el propósito anterior y serás responsable del cumplimiento de los Usuarios Finales con los términos de este Contrato.

B. No adquieres ningún derecho o licencia para usar el Servicio, o cualquiera de sus características, más allá del alcance y/o duración del Servicio especificados en el Contrato. Tu derecho de acceder y usar el Servicio terminará en la fecha de término y/o rescisión del Contrato.

C. Salvo que se señale expresamente lo contrario en el Contrato, aceptas que Apple no tiene obligación de proveerte ningún Software de Apple, programas, funcionalidades, servicios o productos como parte del Servicio.

3. PRIVACIDAD DE LOS DATOS Y SEGURIDAD

A. Instrucciones a Clientes y Uso de los Datos Personales. En virtud de este Contrato, Apple, actuando en nombre Tuyo como un procesador de datos, puede recibir Datos Personales si son proporcionados por Ti o en nombre Tuyo y Tus Usuarios Finales. Al celebrar este Contrato, le das permiso a Apple para que procese dichos Datos Personales en conformidad con las leyes aplicables: (i) con el fin de proporcionar y mejorar el Servicio, incluido cualquier servicio, funcionalidad y característica de Apple que Tú o los Usuarios Finales aplicables habiliten; (ii) en virtud de Tus instrucciones proporcionadas mediante el uso de los Servicios por Tu parte o la de los Usuarios Finales aplicables (incluido el Portal Web y otras características y funcionalidades del Servicio); (iii) tal como se especifica en este Contrato, incluido según lo establecido en el Anexo A para los Usuarios Finales estudiantes; y (iv) tal como se documenta en otras instrucciones por escrito que proporcionaste y Apple aceptó como instrucciones constitutivas de este Contrato.

Entiendes que Apple puede procesar los Datos Personales asociados con un Apple ID Administrado, como el nombre, la Institución, las clases inscritas, la función, la dirección de correo electrónico, el nivel de grado, los identificadores de usuario y los identificadores de dispositivo, según corresponda y en función del tipo de Usuario Final, los servicios utilizados y los datos proporcionados. Apple también puede procesar los Datos Personales en relación con la provisión de las funcionalidades y los servicios que están disponibles con un Apple ID Administrado, incluidos, entre otros, los servicios descritos en la Sección 1A anterior, la Sección 4D a continuación, los Servicios de Apple y los servicios descritos en el Anexo A para los Usuarios Finales estudiantes. El procesamiento de los Datos Personales de los Usuarios Finales estudiantes se explica con más detalle en el Anexo A.

Apple solo procesará los Datos Personales según Tus instrucciones, como se describe en este Contrato, con inclusión de la Sección 3A y el Anexo A para los Usuarios Finales estudiantes, a menos que (i) lo prohíba un requisito legal aplicable o (ii) lo exija un requisito legal aplicable. En esos casos, Apple Te informará de ese requisito legal antes de procesar los Datos Personales (a menos que la ley lo prohíba por razones importantes de interés público). Apple no divulgará ningún Dato Personal ni participará en ninguna actividad de procesamiento en relación con este contrato de forma que constituya una "venta" o un "intercambio" (tal y como se definen esos términos en la política de defensa del consumidor de California (CCPA) o cualquier concepto similar en otras leyes de protección de datos) de Datos Personales. Apple Te informará de inmediato si, en su opinión, alguna de Tus instrucciones infringe el RGPD u otras disposiciones de protección de datos de la Unión o de los Estados Miembros, en la medida necesaria. Apple también te informará si ya no puede cumplir con sus obligaciones conforme a la Ley de Protección al Consumidor de California (CCPA) u otras leyes y reglamentaciones de protección de datos vigentes.

Además, Apple y sus filiales y agentes pueden recopilar, usar, almacenar y procesar información de diagnóstico, técnica, de uso y relacionada, incluidos, entre otros, identificadores de hardware o de sistema exclusivos, e información sobre Tus Dispositivos Autorizados, software de las apps y el sistema, y periféricos, cookies y direcciones IP de forma que no se identifique personalmente a Tus Usuarios Finales con el fin de proporcionar y mejorar el Servicio; para facilitar el suministro de actualizaciones de software, soporte técnico de los productos y otras funcionalidades relacionadas con el Servicio; para fines de seguridad y administración de cuentas, y para verificar el cumplimiento de los términos del presente Contrato.

B. Cumplimiento de la ley. Aceptas que eres el único responsable de asegurar Tu cumplimiento de todas las leyes aplicables, incluidas, entre otras, las leyes en materia de privacidad y protección de datos, en relación con el uso o la obtención de datos e información a través del Servicio. También eres responsable por cualquier actividad relacionada con Datos Personales, incluidos, por ejemplo, el control de dichos Datos Personales y actividad, y la prevención y solución de actividad o datos inapropiados, incluida la eliminación de datos y la cancelación del acceso del Usuario Final que ponga a disposición dichos datos. Eres responsable de proteger y limitar el acceso a los datos de los Usuarios Finales por parte de todas las personas y cualquiera de Tus proveedores de servicios, incluidos Tus Proveedores de Servicios Externos, con acceso a los datos de los Usuarios Finales y de las acciones de todas las personas a las que les otorgas acceso para usar el Servicio.

C. Incidentes con los Datos. Apple (i) notificará a la Institución, sin demora indebida y tal como lo exige la ley, si tiene conocimiento de que se produjo una violación de la seguridad del Servicio que provoque la destrucción accidental o ilegal, la pérdida, la alteración, la divulgación no autorizada o el acceso a los Datos Personales de la Institución ("un Incidente con los Datos"); y (ii) tomará medidas razonables para minimizar los daños y proteger los Datos Personales de la Institución. Eres responsable de proveer a Apple la información actualizada del contacto de la Institución para el propósito de dichas notificaciones. Apple también brindará asistencia a la Institución en la medida que se vean involucrados Datos Personales a los que Apple tiene acceso en conexión con el Servicio, a fin de garantizar que la Institución cumpla con su obligación de dar aviso sobre Incidentes con los Datos a las autoridades supervisoras o las partes interesadas tal como se exige en los Artículos 33 y 34 del Reglamento General de Protección de Datos (RGPD), si corresponde, o con otras obligaciones equivalentes en virtud de la ley aplicable.

Apple no accederá a los contenidos de los Datos Personales para identificar información sometida a cualquier requisito legal específico. La Institución es responsable de cumplir con las leyes aplicables de notificación de incidentes a la Institución y de cumplir con obligaciones de terceros relacionadas con Incidentes con los Datos.

La notificación o la respuesta de Apple ante un Incidente con los Datos en virtud de esta Sección 3C no se interpretará como un reconocimiento por parte de Apple de ninguna responsabilidad con respecto a un Incidente con los Datos.

D. Tus Derechos a Auditoría/Inspección. En la medida en que el RGPD se aplique al procesamiento de Tus Datos Personales o los de Tus Usuarios Finales, Apple le brindará la información necesaria para demostrar el cumplimiento con el Artículo 28 de dicha ley. En el caso de que cuentes con derechos de auditoría en el marco de otras leyes aplicables, Apple le brindará la información necesaria para demostrar el cumplimiento de Tus obligaciones en virtud de dichas leyes. Si deseas ejercer Tus derechos de auditoría en el marco de esta Sección 3D, para demostrar el cumplimiento, Apple le brindará una copia de las Certificaciones ISO 27001 e ISO 27018 de Apple.

E. Procedimientos de Seguridad. Apple usará las medidas estándar de la industria para proteger los Datos Personales durante el procesamiento de los Datos Personales. Los Datos Personales encriptados podrán ser almacenados a entera discreción geográfica de Apple. Como parte de estas medidas, Apple también realizará esfuerzos comercialmente razonables para hacer lo siguiente: (a) encriptar los Datos Personales almacenados y en tránsito; (b) asegurar la confidencialidad, la integridad, la disponibilidad y la resistencia continuas de los sistemas y servicios de procesamiento; (c) restaurar la disponibilidad de los Datos

Personales de forma oportuna en caso de problemas físicos o técnicos; y (d) probar y evaluar regularmente la eficacia de las medidas técnicas y organizativas para garantizar la seguridad del procesamiento de los Datos Personales. Apple puede actualizar las funcionalidades de seguridad periódicamente, siempre que las actualizaciones no empeoren la seguridad general del Servicio.

F. Controles de Seguridad. Apple Te brindará asistencia para que puedas garantizar el cumplimiento de Tus obligaciones con respecto a la seguridad de los Datos Personales, incluidas las obligaciones de Tu Institución, en el marco del Artículo 32 del RGPD u otras obligaciones equivalentes según lo exigido por las leyes aplicables, mediante la implementación de los Procedimientos de Seguridad establecidos en la Sección 3E de este Contrato y el mantenimiento de las Certificaciones ISO 27001 e ISO 27018. Apple pondrá a disposición los certificados emitidos en relación con las Certificaciones ISO 27001 e ISO 27018 para que la Institución los revise si Tú o Tu Institución lo solicitan en el marco de esta Sección 3F.

G. Cumplimiento de Seguridad. Apple tomará las medidas correspondientes para garantizar el cumplimiento de los procedimientos de seguridad por parte del Personal de Apple y los Proveedores de Servicios de Apple, y garantizará que las personas autorizadas para procesar Datos Personales cumplan con las leyes aplicables relacionadas con la confidencialidad y seguridad de los Datos Personales en relación con el Servicio.

H. Evaluación de Impacto en los Datos y Consulta Previa. Apple brindará asistencia de forma razonable a la Institución según lo requiera la ley aplicable en la medida en que estén involucrados Datos Personales a los que Apple tiene acceso en relación con el Servicio, para garantizar que la Institución cumpla con las obligaciones aplicables por las que se requiera que la Institución realice evaluaciones de impactos en la protección de datos o para consultar a una autoridad supervisora antes del procesamiento cuando esto sea exigido por la ley.

I. Notificación de Violación y Cooperación. Deberás notificar a Apple inmediatamente en caso de que sepas o tengas razones para creer que cualquier persona o entidad ha incumplido Tus medidas de seguridad o ha tenido acceso no autorizado a lo siguiente: (1) Tus Datos Personales; (2) cualquier área restringida del Servicio; o (3) la información confidencial de Apple (de forma colectiva, "Violación a la Seguridad de la Información"). En caso de cualquier Violación a la Seguridad de la Información, deberás proveer a Apple asistencia y soporte razonables para minimizar los daños y garantizar la seguridad de los datos.

J. Transferencia de Datos. Si la ley lo requiere, Apple garantizará que las transferencias de datos internacionales se realicen solo a un país que asegure un nivel de protección adecuado, haya proporcionado medidas de protección adecuadas como lo indican las leyes aplicables, tales como las mencionadas en los Artículos 46 y 47 del RGPD (p. ej., cláusulas estándares de protección de datos), o esté sujeto a una derogación en el Artículo 49 del RGPD. Dichas salvaguardas pueden incluir las Cláusulas del Contrato Modelo ejecutadas por Apple, u otros contratos de transferencia de datos, que aceptas celebrar si lo requiere Tu jurisdicción, tal y como ejecuta Apple en <https://www.apple.com/legal/enterprise/datatransfer/>. La transferencia internacional de Datos Personales de Apple recopilados en los países participantes de la Cooperación Económica Asia-Pacífico (APEC) cumple con el Sistema de Reglas de Privacidad Transfronteriza (CBPR) de la APEC (<http://cbprs.org/>) y el Sistema de Reconocimiento de Privacidad para Procesadores (PRP) (<http://cbprs.org/>) para la transferencia de Datos Personales. En caso de que tengas alguna pregunta o inquietud pendiente sobre nuestras certificaciones CBPR de

APEC o PRP, te puedes comunicar con nuestro proveedor de resolución de disputas de terceros (<https://feedback-form.truste.com/watchdog/request>).

K. Destrucción de Datos. Ante la terminación del Contrato por cualquier razón, Apple destruirá de forma segura Tus Datos Personales y los Datos Personales de Tus Usuarios Finales que hayan sido almacenados por Apple en relación con el Servicio dentro de un periodo de tiempo razonable y, en cualquier caso, no mayor a 180 días.

L. Solicitudes de Datos Personales.

- i. **Solicitudes de la Institución:** Apple Te proporcionará la posibilidad de acceder, corregir, recuperar o eliminar Tus Datos Personales y los de Tus Usuarios Finales de acuerdo con Tus obligaciones en virtud de las leyes de privacidad y protección de datos, según corresponda. En caso de que realices una solicitud a Apple respecto a Tu Contenido o Tus Datos Personales o los de Tus Usuarios Finales en relación con el Servicio, Apple deberá, dentro de lo razonable (i) permitirte administrar dichas solicitudes directamente, por ejemplo, a través de las herramientas disponibles en el Portal Web o (ii) cooperar contigo para la tramitación de dichas solicitudes en la medida en que estas involucren Datos Personales a los que Apple tenga acceso. Apple no es responsable de los datos, incluidos los Datos Personales o el Contenido, que almacenas o transfieres fuera del sistema de Apple (por ejemplo, expedientes académicos ubicados en el Sistema de Información del Estudiante). Las solicitudes de eliminación realizadas a través de Apple School Manager se completarán en un plazo de 30 días.
- ii. **Solicitudes de los Usuarios Finales:** En caso de que Apple reciba alguna solicitud de los Usuarios Finales para obtener una copia de sus Datos Personales en relación con el Servicio, Apple deberá, dentro de lo razonable (i) permitirte administrar dichas solicitudes directamente, por ejemplo, a través de las herramientas disponibles en el Portal Web o (ii) cooperar contigo para la tramitación de dichas solicitudes en la medida en que estas involucren Datos Personales a los que Apple tenga acceso. Si optas por permitir que Apple proporcione una copia de los Datos Personales de un Usuario Final en su portal de privacidad en privacy.apple.com a través del Portal Web, por la presente, ordenas a Apple, a solicitud del Usuario Final, que procese y cumpla la solicitud de dicho Usuario Final para acceder a sus datos disponibles en privacy.apple.com en Tu nombre.
- iii. **Solicitudes de Terceros:** En caso de que Apple reciba una solicitud de un tercero, como una solicitud de un organismo de orden público o una autoridad reguladora, para Tu Contenido o Tus Datos Personales o los de Tus Usuarios Finales ("Solicitud de Terceros"), Apple (i) Te notificará, en la medida permitida por la ley, de la recepción de la Solicitud de Terceros; y (ii) notificará al solicitante acerca del requisito de enviarte dicha Solicitud de Terceros a Ti. Salvo que se requiera lo contrario por ley o por la Solicitud de Terceros, serás responsable de contestar la Solicitud. En caso de que seas sometido a una investigación por parte de un regulador de protección de datos o una autoridad similar en relación con Datos Personales, Apple Te brindará asistencia y apoyo razonables en respuesta a dicha investigación en la medida en que involucre Datos Personales a los que Apple tiene acceso en relación con el Servicio.

M. Estado de "school official" de acuerdo con FERPA (20 U.S.C. § 1232g). Si eres una agencia u organización educativa o actúas en nombre de una agencia u organización educativa regulada por la Ley de Derechos Educativos y Privacidad Familiar (FERPA) de Estados Unidos, las partes acuerdan que, a los efectos del presente Contrato, Apple (a) actuará como "school official", tal y como se define en 34 C.F.R. § 99.31(a)(1)(i) con un interés educativo legítimo; (b) con respecto a los Datos Personales de los Usuarios Finales aplicables, realizará un servicio o una función institucional bajo el control directo de la Institución para el que, de otro modo, la Institución utilizaría empleados; (c) utilizará los Datos Personales de los Usuarios Finales aplicables únicamente para un fin autorizado por la Institución, incluido lo establecido en el presente Contrato; (d) no volverá a divulgar los Datos Personales de los Usuarios Finales aplicables a terceros o filiales, salvo en la medida en que lo autorice el presente Contrato, con permiso de la Institución, en virtud de una orden judicial o de cualquier otra forma permitida por las leyes o los reglamentos aplicables.

N. COPPA. Apple usará y mantendrá Datos Personales proporcionados por Ti y por Tus Usuarios Finales en relación con el servicio, de conformidad con el Children's Online Privacy Protection Act of 1998 (COPPA), en la medida en que sea aplicable. La presente Sección 3 y el Anexo A adjunto constituyen un aviso de cómo Apple recopilará, utilizará o divulgará los Datos Personales de los niños menores de 13 años. Tú autorizas a Apple a recopilar, utilizar y divulgar dichos Datos Personales con el fin de proporcionar y mejorar el Servicio, y según lo establecido en el Anexo A.

O. Acceso a Productos y Servicios de Terceros. Si decides acceder, usar, descargar, instalar, o permitir productos o servicios de terceros que operen con el Servicio, pero no son parte del Servicio, el Servicio podrá permitir a dichos productos o servicios acceder a los Datos Personales cuando sea requerido para el uso de dichos servicios adicionales. Algunos de esos productos o servicios de terceros también podrán proporcionar a Apple acceso a los Datos Personales. Por ejemplo, si permites que Tus Usuarios Finales inicien sesión en el Servicio a través de proveedores de identidad federados. No se requiere que uses dichos productos o servicios adicionales en relación con el Servicio, y Tu Administrador podrá restringir el uso de dichos productos o servicios adicionales conforme a este Contrato. Antes de acceder, usar, descargar, instalar o habilitar productos o servicios de terceros para usar con un Apple ID Administrado, debes revisar los términos, las políticas y las prácticas de los productos y servicios de terceros para entender qué datos podrán recabar de Tus Usuarios Finales, cómo podrán ser usados, compartidos o almacenados dichos datos y, si aplica, si dichas prácticas son consistentes con los permisos que hayas obtenido.

P. Proveedor de Servicios de Apple. Apple puede proporcionar Datos Personales a Proveedores de Servicios que brindan servicios a Apple en relación con el Servicio. Autorizas que Apple use todas las entidades de Apple establecidas en la definición de "Apple" como Proveedor de Servicios. Asimismo, autorizas a otros Proveedores de Servicios que Apple use, siempre y cuando dichos Proveedores de Servicios estén obligados contractualmente a tratar los Datos Personales con el mismo nivel de protección con el que Apple debe tratar dichos datos de conformidad con este Contrato, y siempre y cuando no usen dichos datos para ningún propósito que no sea el especificado en el presente Contrato. La lista de Proveedores de Servicios se encuentra disponible en https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors_us.pdf. Si un Proveedor de Servicios no cumple con sus obligaciones de protección de datos según lo estipulado en este Contrato, Apple seguirá siendo plenamente responsable frente a Ti por el cumplimiento de las obligaciones de dicho Proveedor de Servicios de Apple según lo requiera la ley aplicable.

4. SERVICIO

A. Restricciones de Uso. Deberás asegurar que tanto Tu uso como el uso de Tus Usuarios Finales del Servicio cumplan con el presente Contrato e informarás a Tus Usuarios Finales y harás cumplir las restricciones establecidas en este Contrato. Aceptas que ni Tú ni Tus Usuarios Finales usarán el Servicio para cargar, descargar, publicar, enviar por correo electrónico, transmitir, almacenar o poner a disposición de otra forma lo siguiente: (i) cualquier Contenido o material que sea ilegal, asediante, amenazante, perjudicial, difamatorio, obsceno o invasivo de la privacidad de otros; que promueva el odio; o que sea racial o étnicamente ofensivo u objetable de alguna otra forma; (ii) cualquier Contenido o material que infrinja cualquier copyright o propiedad intelectual, secreto comercial u otro derecho contractual o de propiedad; (iii) cualquier mensaje de correo electrónico, anuncio, material promocional, correo basura, spam o carta cadena no solicitada o no autorizada; y/o (iv) cualquier Contenido o material que contenga virus o código informático, archivos o programas diseñados para dañar, limitar o interferir el funcionamiento normal del Servicio o cualquier hardware o software de computadoras. Además, aceptas que ni Tú ni ninguno de Tus Usuarios Finales realizará ninguna de las siguientes acciones: (a) usar el Servicio para acosar, asediar, amenazar o dañar a otros; (b) pretender ser una persona o entidad diferente (Apple se reserva el derecho de rechazar o bloquear cualquier Apple ID Administrado o dirección de correo electrónico que pueda considerarse una suplantación o personificación ilegal de Tu identidad, o bien la apropiación indebida del nombre o la identidad de otra persona); (c) falsificar cualquier nombre de Protocolo de control de transmisión/Protocolo de Internet (TCP-IP) o cualquier parte de la información del encabezado en un correo electrónico, o publicarlo en algún grupo, o colocar información en un encabezado diseñado para engañar a los destinatarios en cuanto al origen de cualquier contenido transmitido mediante el Servicio ("spoofing"); (d) interferir en el Servicio; cualquier servidor o red conectada al Servicio; o cualquier política, requisito o regulación de redes conectadas al Servicio, o interrumpirlos; y/o (e) usar el Servicio para infringir de alguna otra forma las leyes, los ordenamientos o las regulaciones aplicables. Si al usar el Servicio, o mediante otro comportamiento intencionalmente o no, Tú o Tus Usuarios Finales amenazan la capacidad de Apple de proveerte a Ti o a otros el Servicio, Apple podrá tomar todas las medidas necesarias para proteger el Servicio y los sistemas de Apple, lo cual puede incluir la suspensión de Tu acceso al Servicio.

Si eres una entidad encubierta, un socio o representante de negocios de una entidad encubierta o un socio de negocios (tal como se definen en 45 C.F.R § 160.103), aceptas que no utilizarás ningún componente, función u otra facilidad de iCloud para crear, recibir, mantener o transmitir "información de salud protegida" (como se define en 45 C.F.R § 160.103) ni utilizarás iCloud de ninguna manera que convierta a Apple (o cualquier Filial de Apple) en Tu socio de negocios o en el socio de negocios de terceros.

B. Administración de Cuentas. Aceptas que serás el único responsable de la administración de las cuentas de Tu Administrador y todos Tus Apple ID Administrados, incluidos, por ejemplo: (i) la seguridad y salvaguarda del nombre de usuario y contraseña asociados a cada cuenta, (ii) la provisión y/o eliminación de acceso de los Usuarios Finales a dichas cuentas y cualquier Contenido proporcionado y/o almacenado en el Servicio, y (iii) la provisión de la documentación y las directrices apropiadas a los Usuarios Finales sobre el uso de las cuentas de los Apple ID Administrados.

C. Consentimiento del Usuario Final. Los Administradores tendrán la capacidad de monitorear, acceder o revelar datos del Usuario Final asociados a las cuentas de Apple ID Administrados mediante el Portal Web y/o las herramientas de Administrador. Declaras y garantizas que, antes de implementar el Servicio en Tu Institución y extenderlo a cualquier

Usuario Final, proporcionarás avisos suficientes y revelarás los términos de este Contrato, y obtendrás y mantendrás todos los derechos y consentimientos necesarios, ya sea de cada Usuario Final o, cuando sea necesario y corresponda, de los padres o tutores legales de cada Usuario Final, para permitir a Apple lo siguiente: (1) proveer y mejorar el Servicio de conformidad con este Contrato y (2) acceder y recibir datos de los Usuarios Finales que puedan surgir como parte de la provisión del Servicio.

D. Apple ID administrados; Características y Servicios. Un Apple ID Administrado es el nombre de usuario y la contraseña de la cuenta que creas y proporcionas a cada uno de Tus Usuarios Finales para acceder al Servicio. Apple Te proporcionará las herramientas para crear Apple ID Administrados para Tus Usuarios Finales. Cuando crees Apple ID Administrados para Tus Usuarios Finales, todas las características y funcionalidades del Servicio que selecciones para estar disponibles estarán habilitadas para todos los Apple ID Administrados de Tu Institución. ASUMES TODA LA RESPONSABILIDAD POR LOS RIESGOS Y COSTOS ASOCIADOS CON TU SELECCIÓN DE CADA CARACTERÍSTICA Y FUNCIONALIDAD HABILITADA EN EL SERVICIO, COMO SEA ADECUADA PARA LA INSTITUCIÓN Y/O SUS USUARIOS FINALES.

i. **Requisitos para el Uso de Apple ID Administrados**

1. **Dispositivos y Cuentas.** El Uso de Apple ID Administrados como parte del Servicio puede requerir dispositivos compatibles, acceso a Internet, cierto software y actualizaciones periódicas. La última versión del software requerido podrá ser necesaria para ciertas transacciones o características. Apple se reserva el derecho de limitar el número de Apple ID Administrados que puedan crearse, y el número de dispositivos asociados a una cuenta del Servicio.

2. **Tus Derechos sobre los Apple ID Administrados.** Salvo que se requiera lo contrario por ley o por este Contrato, aceptas que cada Apple ID Administrado no es transferible entre Usuarios Finales individuales, ni entre Instituciones.

ii. **Buscar mi iPhone.** Buscar mi iPhone se deshabilita automáticamente para todos los Apple ID Administrados. Sin embargo, si un Dispositivo Autorizado se pierde o es robado, la Institución podrá usar la solución de MDM para poner el dispositivo en modo Perdido; de esta manera, el dispositivo se bloqueará, se desconectará al Usuario Final y se enviará automáticamente un reporte al servidor de MDM. La Institución podrá borrar de forma remota el dispositivo y habilitar el bloqueo de activación para ayudar a asegurar que el dispositivo no se vuelva a activar sin el Apple ID Administrado y la contraseña apropiados. Apple no tendrá responsabilidad alguna por Tu inhabilidad de proteger los Dispositivos Autorizados con un código, Tu fallo en activar el modo Perdido y/o Tu incapacidad de recibir o responder a avisos y comunicaciones. Apple tampoco asumirá ninguna responsabilidad por la devolución de dispositivos perdidos o robados o por cualquier pérdida de datos resultante. Apple no tendrá la responsabilidad de reemplazar los dispositivos que tengan la funcionalidad de bloqueo de activación habilitada, ni ningún reclamo sobre garantías de dichos dispositivos. Podrás eliminar la funcionalidad de bloqueo de activación y deshabilitar el modo Perdido mediante MDM.

iii. **Autenticación de Cuentas.** La autenticación de dos factores, que requiere dos tipos de información para fines de autenticación, como la contraseña y un código de seguridad generado, se encuentra habilitada de forma automática para los Apple ID Administrados de Tus Administradores, profesores y empleados. La Institución acepta proveer a Apple al menos un número de teléfono celular, con el cual la Institución pueda recibir llamadas pregrabadas y mensajes de texto de Apple para propósitos relacionados con la autenticación de cuentas, que pueden estar sujetos a tarifas estándar de mensajes y datos. Apple podrá hacer dichas llamadas o enviar mensajes de textos para lo siguiente: (i) ayudar a mantener la seguridad de Tu cuenta del Servicio cuando accedas; (ii) ayudarte a acceder a Tu cuenta si olvidas Tu contraseña; o (iii) de otra forma necesaria para mantener Tu cuenta del Servicio o ayudar a cumplir con el Contrato y las políticas

correspondientes. Los Apple ID Administrados distribuidos a Tus Usuarios Finales también requerirán autenticación de dos factores, como la identificación de un Dispositivo Autorizado y un código de autenticación generado en el Portal Web o un número telefónico. En cualquier caso, serás responsable de lo siguiente: (a) distribuir los Apple ID Administrados que crees para los Usuarios Finales identificados; (b) proveer acceso al Servicio a dichos Usuarios Finales; (c) controlar los accesos no autorizados; y (d) mantener la seguridad y confidencialidad de los nombres de usuario, las contraseñas y la información de las cuentas.

iv. **Respaldo.** Los Dispositivos Autorizados que no sean dispositivos compartidos crearán respaldos automáticos de forma periódica, que serán transmitidos al Servicio cuando el usuario esté conectado con su Apple ID Administrado y el dispositivo esté inactivo, conectado a una fuente de energía y conectado a internet a través de una red Wi-Fi. Puedes desactivar el respaldo en la configuración de registro de MDM. El respaldo está limitado a la configuración del dispositivo, las características del dispositivo, las fotos, los videos, los documentos, los mensajes (iMessage, SMS y MMS, si están activados), los tonos, los datos de las apps (incluidos los datos de la app Salud si corresponde), la configuración de ubicación (tales como recordatorios basados en ubicaciones que hayas configurado), la pantalla de inicio y la organización de las apps. No se respaldará el Contenido que hayas comprado o descargado, o al cual le hayas proporcionado acceso a Tus Usuarios Finales en el App Store o Apple Books Store, ni el Contenido comprado de terceros o provisto por terceros. Dicho Contenido puede cumplir con los requisitos para volver a descargarse desde esos servicios, sujeto a requisitos de cuenta, disponibilidad y todos los Términos y condiciones aplicables. El Contenido sincronizado desde las computadoras de Tus Usuarios Finales no se respaldará. Si habilitas la Fototeca de iCloud, las fotos de Tus Usuarios Finales se respaldarán automáticamente de forma separada en iCloud. Se puede acceder al Contenido almacenado en los contactos, calendarios, marcadores y documentos de un Usuario Final a través de iCloud en la web o en cualquier dispositivo Apple en el que el Usuario Final inicie sesión con su Apple ID Administrado. Será únicamente Tu responsabilidad mantener respaldos alternativos adecuados de Tus datos e información, y de los datos e información de Tus Usuarios Finales.

v. **Fototeca de iCloud.** Cuando habilites la Fototeca de iCloud en conexión con un Apple ID administrado, las fotos, los videos y los metadatos de la app Fotos de los Dispositivos Autorizados ("Fototeca del Dispositivo") se enviarán automáticamente a iCloud, se almacenarán como la Fototeca de iCloud del Usuario Final y, luego, se enviarán a la Fototeca de iCloud de los dispositivos y computadoras de los otros Usuarios Finales que tengan habilitada dicha funcionalidad. Si el Usuario Final hace cambios posteriormente (incluidas eliminaciones) a la Fototeca del Dispositivo en cualquiera de los dispositivos o computadoras, los cambios se enviarán inmediatamente y se reflejarán en la Fototeca de iCloud los Usuarios Finales. Estos cambios también se tomarán de iCloud, y se reflejarán en la Fototeca de los Dispositivos y la Fototeca de iCloud de los dispositivos y computadoras de los otros Usuarios Finales que tengan habilitada dicha funcionalidad. La resolución del contenido de la Fototeca de los Dispositivos Autorizados o computadoras podrá variar dependiendo de la capacidad de almacenamiento y la opción de administración de almacenamiento seleccionada para el dispositivo habilitado para la Fototeca de iCloud del Usuario Final. Si no deseas usar la Fototeca de iCloud, podrás desactivarla para Tu Apple ID Administrado y/o en Dispositivos Autorizados.

vi. **Tareas Escolares.** Si permite que Tareas Escolares esté disponible para Tus Usuarios Finales, los profesores y alumnos de Tu Institución pueden administrar sus tareas y asignaciones mediante un Apple ID Administrado.

1. Compartir Archivos con iCloud. Cuando compartes un archivo utilizando Tareas Escolares en conexión con un Apple ID Administrado, Apple organiza automáticamente cualquier archivo compartido en carpetas de clase para estudiantes y profesores en iCloud Drive. Tus Usuarios Finales pueden acceder a sus carpetas compartidas mediante sus Apple ID Administrados. Las anotaciones o los cambios hechos en estos archivos serán visibles por cualquier Usuario Final en una clase con la que hayas compartido un archivo. Puedes dejar de compartir archivos en cualquier momento. Los archivos creados por Tus Usuarios Finales mediante Apple ID Administrados se almacenan hasta que los eliminas. Sin embargo, no se eliminarán los archivos previamente copiados a otro dispositivo o computadora.

2. Progreso de los Estudiantes. Cuando eliges usar la funcionalidad de progreso de los estudiantes en el Portal Web, el progreso del estudiante en las actividades asignadas en las apps compatibles con ClassKit se registrará y se informará en la plataforma de ClassKit. Solo con las actividades asignadas por Tus profesores a través de Tareas Escolares se iniciará el registro y el informe de la información sobre el progreso de los estudiantes. Los Usuarios Finales estudiantes podrán ver la información de su propio progreso en Tareas Escolares y en Configuración en su dispositivo. Los Usuarios Finales profesores podrán ver la información del progreso de todos los estudiantes en sus clases para las actividades que ellos asignen. Los datos de los estudiantes creados mediante el uso que hagas de las apps compatibles con ClassKit o Tareas Escolares se tratarán de acuerdo con lo especificado en la Sección 3 y el Anexo A de este Contrato. Si eliges excluir un Apple ID Administrado de la funcionalidad de progreso de los estudiantes, todos los Datos Personales sobre el progreso de los estudiantes asociados con ese Apple ID Administrado se eliminarán de acuerdo con lo especificado en la Sección 3L(i).

vii. **Apps de Terceros.** Si pones a disposición de Tus Usuarios Finales cualquier app de terceros a la que Tus Usuarios Finales puedan acceder con sus Apple ID Administrados, aceptas permitir a dichas apps almacenar datos en las cuentas asociadas con los Apple ID Administrados de Tus Usuarios Finales y a Apple recopilar, almacenar y procesar dichos datos a nombre del desarrollador externo de apps correspondiente, en relación con Tu uso y/o el uso de Tus Usuarios Finales del Servicio y de dichas apps. Las apps de terceros podrían tener la capacidad de compartir dichos datos con otras apps descargadas del mismo desarrollador de apps. Serás responsable de asegurar que tanto Tú como Tus Usuarios Finales cumplan con los límites de almacenamiento y todas las leyes aplicables de cada Apple ID Administrado en función de las apps de terceros que hayas puesto a disposición de Tus Usuarios Finales para su descarga.

viii. **Otros Servicios de Apple.** Si pones a disposición otros Servicios de Apple en los que Tus Usuarios Finales que no sean estudiantes deban registrarse, aceptas que los Servicios de Apple almacenen datos en las cuentas asociadas con los Apple ID Administrados de esos Usuarios Finales, así como también que Apple recopile, almacene y procese dichos datos en relación con el uso del Servicio de Apple que hagan Tú y/o Tus Usuarios Finales que no sean estudiantes. Eres responsable de garantizar que tanto Tú como Tus Usuarios Finales que no sean estudiantes cumplan con todas las leyes aplicables para cada Apple ID Administrado en función del Servicio de Apple al cual permites que los Usuarios Finales accedan. Si Tus Usuarios Finales que no sean estudiantes acceden a determinados Servicios de Apple, Apple puede comunicarse con Tus Usuarios Finales con respecto a su uso del Servicio, los Servicios de Apple y las actualizaciones de los Servicios de Apple.

E. Uso del Token del Servidor. Aceptas usar el Token del Servidor proporcionado por Apple solo para con el propósito de registrar Tu servidor de MDM dentro del Servicio, cargando la Configuración de Inscripción de MDM, y recibiendo los datos de registro de los

Apple ID Administrados. Deberás asegurarte de que Tus Usuarios Finales usen la información enviada o recibida usando Tu Token del Servidor únicamente con Dispositivos Autorizados. Aceptas que no proporcionarás o transferirás Tu Token del Servidor a ninguna otra entidad ni lo compartirá con ninguna otra entidad, excluyendo a terceros que sean Tus Prestadores de Servicios. Aceptas tomar las medidas necesarias para salvaguardar la seguridad y privacidad de dicho Token del Servidor y revocarlo si ha sido comprometido o tienes motivos para creer que ha sido comprometido. Apple se reserva el derecho de revocar o inhabilitar algún Token del servidor en cualquier momento a su entera discreción. Además, reconoces y aceptas que regenerar el Token del Servidor afectará Tu capacidad de usar el Servicio hasta que se agregue un nuevo Token del Servidor al servidor de MDM.

F. Capacidad de Almacenamiento; Limitaciones de Uso. Se prohíbe exceder cualquier limitación de uso razonable o aplicable, como limitaciones de ancho de banda o capacidad de almacenamiento (p. ej., en relación con el Respaldo de iCloud) y hacerlo podría impedirte usar algunas características y funcionalidades del Servicio, acceder a Contenido o usar algunos, o todos, los Apple ID Administrados. En el supuesto de que Apple Te limite el ancho de banda o la capacidad de almacenamiento, Apple hará todo lo posible, dentro de lo razonable desde el punto de vista comercial para notificarte a través del Servicio o de otra manera dentro de los 10 (diez) días hábiles siguientes de hacerlo.

G. Presentación de Contenido. Eres el único responsable de cualquier Contenido que Tú o Tus Usuarios Finales carguen, descarguen, publiquen, envíen por correo electrónico, transmitan, almacenen o de otra forma pongan a disposición mediante el uso del Servicio. Deberás asegurar que Tus Usuarios Finales hayan obtenido todos los permisos y licencias de terceros relacionados con dicho Contenido. Reconoces que usando el Servicio podrías encontrar Contenido que Tú o Tus Usuarios Finales puedan considerar ofensivo, indecente u objetable, y que podrías exponer a otros a contenido que pudiesen encontrar objetable. Reconoces y aceptas que Tu uso del Servicio y cualquier Contenido es únicamente bajo Tu propio riesgo.

H. Remoción de Contenido. Reconoces que Apple no es responsable de ningún Contenido proporcionado por Ti ni por Tus Usuarios Finales. Apple tiene el derecho, pero no la obligación, de determinar si el Contenido es apropiado y cumple con este Contrato, y podrá mover y/o eliminar el Contenido que viole la ley o este Contrato en cualquier momento, sin previa notificación y a su entera discreción. En el supuesto de que Apple remueva Contenido, hará todo lo posible desde el punto de vista comercial para notificarte.

I. Servicio Agrupado. Todas las características y funcionalidades del Servicio son proporcionadas como parte de un grupo y no podrán separarse del grupo y usarse como apps individuales. El software de Apple suministrado con un determinado producto de hardware de la marca Apple podría no funcionar en otros modelos de hardware de la marca Apple.

J. Enlaces y Otros Materiales de Terceros. Cierta Contenido, componentes y características del Servicio podrían incluir material de terceros y/o hipervínculos a otros sitios web, recursos o contenido. Reconoces que Apple no es responsable de la disponibilidad de dichos sitios o recursos de terceros, y no será responsable del contenido, publicidad, productos o materiales disponibles en dichos sitios o recursos usados por Ti o Tus Usuarios Finales.

K. Comprar Apps y Libros.

i. **Adquisición de Contenido.** La Adquisición de Contenido del App Store o Apple Books Store a través de los Apple ID Administrados está deshabilitada automáticamente. Podrá elegir permitir que Tus Administradores o profesores y personal accedan a dicho Contenido otorgándoles capacidad de compra y permitiéndoles acceder al Programa de Compras por Volumen (VPP) a fin de comprar Apps y Libros para usar en el Servicio. Tu uso del App Store o Apple Books Store estará sujeto a las secciones G

y H de los Términos y condiciones de los Servicios Multimedia de Apple (<https://www.apple.com/legal/internet-services/itunes/us/terms.html>) cuando sean aplicables. Aceptas que tienes la autoridad de aceptar dichos términos aplicables en nombre de Tus Usuarios Finales autorizados.

ii. **Programa de Compras por Volumen.** Las compras que decidas realizar a través del Programa de Compras por Volumen de Apple estarán sujetas a los términos del VPP y se entregarán a los Usuarios Finales o se asignarán a un dispositivo mediante el App Store y/o Apple Books Store.

L. Actualizaciones y Mantenimiento; Cambios al Servicio.

i. **Actualizaciones y Mantenimiento.** Apple podrá actualizar periódicamente el Software usado por el Servicio. Estas actualizaciones pueden incluir arreglos de errores, mejoras de funcionalidades o versiones completamente nuevas del Software. En algunos casos, dichas actualizaciones podrán ser requeridas para que puedas continuar usando el Servicio, o para que tengas acceso total a las características del Servicio. Apple no será responsable del desempeño o los problemas de seguridad que resulten de Tu falta de aplicación de dichas actualizaciones. Apple deberá, de vez en cuando, realizar un mantenimiento del Servicio. Dado que Apple no está obligado a informarte de ningún mantenimiento, Apple hará todo lo posible desde el punto de vista comercial para notificarte por adelantado del mantenimiento programado.

ii. **Cambios al Servicio.** Apple tendrá el derecho de revisar o actualizar las características y la imagen del Servicio de vez en cuando, a su entera discreción. Aceptas que Apple no tendrá responsabilidad ante Ti o ante ningún tercero por cualquier modificación, suspensión o terminación del Servicio. El Servicio o cualquier característica o parte del mismo podría no estar disponible en todos los idiomas o en todos los países, y Apple no garantiza que el Servicio, o cualquiera de sus características o parte del mismo, sea apropiado o esté disponible para su uso en un lugar específico.

M. Otros Contratos. Reconoces y aceptas que los Términos y condiciones de cualquier venta, servicio o u otros contratos que puedas tener con Apple, son independientes de los Términos y condiciones de este Contrato. Los Términos y condiciones de este Contrato regirán el uso del Servicio y dichos términos no limitan, o de otra forma afectan a ningún otro contrato que puedas tener con Apple.

N. Servicios Profesionales. Cualquier servicio profesional que corresponda al Servicio, como servicios de consulta o desarrollo que requieran cualquier entregable de Apple estarán sujetos a tarifas y un contrato diferente entre Apple y la Institución.

O. Entregas Electrónicas. El Servicio y cualquier Software de Apple entregado con el presente (a excepción de que dicho software esté preinstalado en un Dispositivo Autorizado), se entregará electrónicamente.

P. Cuotas e Impuestos. Tu Institución pagará los impuestos y obligaciones aplicables, si corresponde, basados en su uso del Servicio, a menos que estén exentos según la ley aplicable. Proporcionarás a Apple un comprobante del estado de exención de impuestos de Tu Institución, si corresponde, cuando Apple lo solicite.

5. PROPIEDAD Y RESTRICCIONES; AVISO DE DERECHOS DE AUTOR

A. Mantienes la propiedad y todos los derechos de propiedad intelectual de Tu Contenido y cualquier app de software preexistente que poseas o que hayas usado o al que hayas accedido en el Servicio. Apple y/o sus licenciatarios mantienen la propiedad y todos los derechos de propiedad intelectual de lo siguiente: (1) el Servicio y el trabajo derivado de este, incluidos los gráficos, la interfaz de usuario, los scripts y el software que se use para implementar el Servicio (el "Software"); (2) cualquier Software de Apple que se te proporcione como parte del Servicio y/o en conexión con él, incluidos todos los derechos de propiedad intelectual existentes, estén registrados o no, y en cualquier lugar del mundo en que existan;

y (3) cualquier recurso que Apple desarrolle o proporcione, o que desarrolle o proporcione en su nombre, de conformidad con este Contrato. El presente Contrato no transfiere la propiedad de ninguna tecnología ni ningún derecho de propiedad intelectual sobre la misma. Si al usar el Servicio encuentras Contenido que consideras inapropiado o que crees que constituye una infracción de este Contrato, puedes informar de ello a través de

<https://www.apple.com/legal/contact/>. Además aceptas lo siguiente:

- i. El Servicio (incluido el Software de Apple o cualquier parte del mismo) contiene información confidencial y de propiedad que se encuentra protegida por la ley de propiedad intelectual aplicable y otras leyes, incluidos, sin carácter limitativo, los derechos de autor.
- ii. No utilizarás, ni harás ni permitirás que otros utilicen o pongan a disposición de terceros dicha información o materiales patentados de ninguna manera, excepto para el uso del Servicio de conformidad con el presente Contrato.
- iii. Ninguna parte del Servicio podrá ser reproducida de ninguna forma ni por ningún medio, excepto como expresamente se permita en estos términos.
- iv. No podrás descompilar, aplicar ingeniería inversa, desensamblar o intentar obtener el código fuente del Servicio, ni causar o permitir que otros lo hagan.
- v. Apple, el logotipo de Apple, iCloud, el logotipo de iCloud, iTunes, el logotipo de iTunes y otras marcas comerciales de Apple, marcas de servicio, gráficos, y logotipos usados en conexión con el Servicio son marcas comerciales o marcas comerciales registradas de Apple Inc., en los Estados Unidos y/u otros países. Puedes encontrar una lista de las marcas comerciales de Apple aquí: <https://www.apple.com/legal/intellectual-property/trademark/appletmlist.html>. El resto de las marcas comerciales, las marcas de servicio, los gráficos y los logotipos usados en relación con el Servicio pueden ser marcas comerciales de sus respectivos dueños. No se Te otorga ningún derecho o licencia sobre ninguna de las marcas comerciales antes mencionadas, y además aceptas que no retirarás, ensombrecerás o alterarás cualquier aviso de propiedad (incluyendo avisos de marcas comerciales y de derechos de autor) que pueda estar colocada en Servicio, o contenida dentro de este.
- vi. Durante la Vigencia de este Contrato, otorgas a Apple el derecho de usar Tus marcas, únicamente en relación con el ejercicio de Apple de sus derechos y el desempeño de sus obligaciones de conformidad con este Contrato.
- vii. Como parte del Servicio, podrías tener acceso a Contenido de Terceros. El tercer titular o proveedor de dicho Contenido de Terceros mantiene la titularidad y los derechos de propiedad intelectual de ese contenido, y Tu derecho de usar dicho Contenido de Terceros se regirá por los términos especificados por dicho tercero titular o proveedor y está sujeto a estos.
- viii. No otorgarás licencias, venderás, rentarás, arrendarás, distribuirás, almacenarás o permitirás tiempos compartidos o servicio de uso, o de otra forma explotarás comercialmente o pondrás a disposición el Servicio y/o componentes del mismo a ningún tercero, con excepción de permitido de conformidad con este Contrato.

Aceptas y reconoces que si infringes los términos anteriores, Apple no tendrá responsabilidad por los daños o reclamos que surjan de Tus acciones o estén relacionados con ellas, incluida, entre otras, una Violación a la Seguridad de la Información o un Incidente con los Datos.

B. Mediante la presentación o publicación de materiales o Contenido a través del Servicio:

(i) Declaras que eres el dueño de dicho material y/o tiene los derechos necesarios, licencias y permisos para distribuirlo; y (ii) otorgas a Apple una licencia mundial, libre de regalías, no exclusiva y transferible, para usar, distribuir, reproducir, modificar, publicar, traducir, desempeñar y públicamente mostrar dicho Contenido en el Servicio, únicamente para propósitos del desempeño de Apple del Servicio, sin ninguna compensación u obligación para

Ti. Comprende que, con el fin de proporcionar el Servicio y poner a disposición Tu Contenido en el mismo, Apple podrá transmitir Tu Contenido a través de varias redes públicas, en varios medios y alterar Tu Contenido para cumplir con requisitos técnicos de conexión de redes, dispositivos o equipos. Aceptas que Apple tiene el derecho, pero no la obligación, de tomar las acciones necesarias de conformidad con la licencia otorgada en el presente.

C. Aviso de Derechos de Autor – DMCA. Si crees que algo del Contenido sobre el que hayas reclamado derechos de autor ha sido infringido por cualquier que use el Servicio, comunícate con el Agente de Derechos de Autor de Apple, como se describe en la Política de Apple de Derechos de Autor en:

(<https://www.apple.com/legal/contact/copyright-infringement.html>). Apple podrá, a su entera discreción, suspender y/o terminar cuentas de Usuarios Finales que sean infractores.

6. EULA

A. Términos y condiciones del EULA. Con el fin de usar el Servicio, Tú y/o Tus Usuarios Finales deberán aceptar los Términos y condiciones del Contrato de Licencia de Usuario Final (EULA) para cualquier Software de Apple requerido para usar el Servicio y para cualquier otro Software de Apple que decidas usar con el Servicio. Con el fin de usar el Servicio, Tu Administrador deberá aceptar los EULA del Software de Apple en el Portal Web antes de distribuir los Dispositivos Autorizados que contengan dicho Software de Apple a los Usuarios Finales. Si los EULA para el Software de Apple han cambiado, Tu Administrador deberá regresar al Portal Web y aceptar dichos EULA para poder seguir utilizando el Servicio. Reconoces que no podrás usar el Servicio, o alguna parte o característica del mismo, incluyendo asociar Dispositivos Autorizados adicionales a Tu Servidor MDM, hasta que dichos EULA hayan sido aceptados. Eres responsable de asegurar que dichos EULA sean proporcionados a Tus Usuarios Finales y que cada Usuario Final conozca y cumpla con los EULA del Software de Apple, y aceptas ser responsable de obtener los consentimientos requeridos para que Tus Usuarios Finales usen el Software de Apple. Aceptas supervisar y ser enteramente responsable por el uso que Tus Usuarios Finales hagan del Software de Apple proporcionado en virtud de este Contrato. Reconoces que los requerimientos y restricciones en este Contrato serán aplicables para Tu uso del Software de Apple para los propósitos del Servicio independientemente de que dichos términos se incluyan en los EULA correspondientes.

7. VIGENCIA; TERMINACIÓN; SUSPENSIÓN; EFECTOS DE LA TERMINACIÓN

A. Vigencia: Este Contrato entrará en vigor en la fecha en que apruebes este Contrato, y continuará hasta que finalice de conformidad con este Contrato (la "Vigencia").

B. Terminación por Apple. Apple podrá rescindir el presente Contrato en cualquier momento con o sin razón, siempre que Apple te lo notifique por escrito con treinta (30) días de anticipación. Apple podrá, en cualquier momento y sin aviso previo, terminar o suspender de forma inmediata todos, o una parte de los Apple ID Administrados y/o el acceso al Servicio si llagase a ocurrir alguno de los siguientes supuestos: (a) incumplimientos con este Contrato, incluida, por ejemplo, la Sección 4A. ("Restricciones de Uso"), o cualquier otra política o directriz a la que se haga referencia en el presente y/o se publique en el Servicio; (b) una solicitud u orden de reguladores, órgano judicial u otra agencia gubernamental; (c) cuando la provisión del Servicio sea o se vuelva ilegal; (d) problemas técnicos o de seguridad inesperados; (e) Tu participación en actividades fraudulentas o ilegales; o (f) Tu incumplimiento con el pago de cuotas, si aplica, adeudadas en relación con el Servicio si no subsana dicho incumplimiento dentro de los treinta (30) días posteriores a la recepción de la notificación por escrito sobre la solicitud de hacerlo. Apple podrá terminar o suspender el Servicio a su entera discreción, y Apple no será responsable ante Ti ni ante ningún tercero por los daños que pudiesen surgir de dicha terminación o suspensión.

C. Terminación por Tu parte. Podrás dejar de usar el Servicio en cualquier momento. Si eliminas cualquier Apple ID Administrado, Tú y el Usuario Final correspondiente no tendrán acceso al Servicio. Esta acción no puede deshacerse.

D. Efectos de la Terminación. Si este Contrato se rescinde o expira, los derechos otorgados de una parte a la otra cesarán de inmediato, sujeto a la Sección 10L (Vigencia de los Términos) de este Contrato.

E. Derechos de Terceros. Bajo ninguna circunstancia, podrás celebrar un contrato con un tercero que afecte los derechos de Apple o que vincule a Apple de ninguna forma, sin el consentimiento previo por escrito de Apple, y no podrás hacer público dicho contrato sin el previo consentimiento por escrito por parte de Apple.

8. EXCLUSIÓN DE GARANTÍAS

EXPRESAMENTE RECONOCES Y ACEPTAS QUE, EN LA MEDIDA APLICABLE POR LEY, EL SERVICIO, EL SOFTWARE DE APPLE, Y CUALQUIER CONTENIDO ASOCIADO, CARACTERÍSTICA, FUNCIONALIDAD, O MATERIAL SE PROPORCIONA "TAL CUAL" Y "SUJETO A DISPONIBILIDAD". APPLE Y SUS FILIALES, SUBSIDIARIAS, FUNCIONARIOS, DIRECTORES, EMPLEADOS, AGENTES, SOCIOS Y LICENCIATARIOS (DE FORMA COLECTIVA "APPLE" PARA EFECTOS DE LA SECCIÓN 8 Y 9 DEL PRESENTE) EXCLUYEN EXPRESAMENTE TODAS LAS GARANTÍAS DE CUALQUIER TIPO, YA SEAN EXPRESAS O IMPLÍCITAS, INCLUIDAS, ENTRE OTRAS, LAS GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD, DE ADECUACIÓN PARA UN FIN DETERMINADO Y DE NO INCUMPLIMIENTO. EN PARTICULAR, APPLE NO GARANTIZA LO SIGUIENTE: (I) QUE EL SERVICIO SATISFARÁ TUS REQUISITOS; (II) QUE EL USO DEL SERVICIO SERÁ EN TODO MOMENTO OPORTUNO, ININTERRUMPIDO, SEGURO O LIBRE DE ERRORES, PÉRDIDAS, CORRUPCIONES, ATAQUES, VIRUS, O HACKEO; (III) QUE CUALQUIER INFORMACIÓN QUE OBTENGAS DEL SERVICIO SERÁ PRECISA O CONFIABLE; Y (IV) QUE SE CORREGIRÁ CUALQUIER DEFECTO O ERROR DEL SOFTWARE QUE SE TE PROPORCIONE COMO PARTE DEL SERVICIO.

ACEPTAS QUE, DE VEZ EN CUANDO, APPLE PODRÁ RETIRAR EL SERVICIO POR TIEMPO INDEFINIDO, O CANCELAR EL SERVICIO DE CONFORMIDAD CON LOS TÉRMINOS DEL CONTRATO. EL ACCESO A CUALQUIER MATERIAL DESCARGADO U OBTENIDO DE OTRO MODO MEDIANTE EL USO DEL SERVICIO SE REALIZA BAJO TU PROPIA DISCRECIÓN Y RIESGO, Y SERÁS EL ÚNICO RESPONSABLE DE CUALQUIER DAÑO QUE SE PRODUZCA EN TU DISPOSITIVO, COMPUTADORA O PÉRDIDA DE DATOS COMO CONSECUENCIA DE LA DESCARGA DE DICHO MATERIAL. ASIMISMO, RECONOCES QUE EL SERVICIO NO TIENE COMO FIN NI ES APTO PARA USARSE EN SITUACIONES O ENTORNOS DONDE LAS FALLAS, DEMORAS, ERRORES O IMPRECISIONES DEL CONTENIDO, LOS DATOS O LA INFORMACIÓN PROVISTOS POR EL SERVICIO PUEDAN PROVOCAR LA MUERTE, LESIONES PERSONALES O DAÑOS FÍSICOS O AMBIENTALES GRAVES.

9. LIMITACIÓN DE RESPONSABILIDADES

EN LA MEDIDA NO PROHIBIDA POR LA LEY APLICABLE, APPLE NO SERÁ RESPONSABLE POR NINGÚN DAÑO DIRECTO, INDIRECTO, INCIDENTAL, ESPECIAL, CONSECUENTE, PUNITIVO O EJEMPLAR, INCLUYENDO, ENTRE OTROS, DAÑOS POR PÉRDIDAS DE GANANCIAS O INGRESOS, BUENA VOLUNTAD, FALLO EN TRANSMITIR O RECIBIR CUALQUIER DATO (INCLUYENDO, ENTRE OTROS, INSTRUCCIONES DE CURSOS, DEBERES Y MATERIALES) COSTO DE CONTRATACIÓN O BIENES O SERVICIOS SUSTITUTOS, PÉRDIDAS DE BENEFICIOS ECONÓMICOS U OTRAS PÉRDIDAS INTANGIBLES (INCLUSO SI SE NOTIFICÓ A APPLE DE LA POSIBILIDAD DE DICHOS DAÑOS), QUE RESULTEN DE LO SIGUIENTE: (I) EL USO O LA IMPOSIBILIDAD DE USAR EL SERVICIO, EL SOFTWARE DE APPLE, CUALQUIER CARACTERÍSTICA, FUNCIONALIDAD, CONTENIDO, MATERIAL O

SOFTWARE O APPS DE TERCEROS EN CONJUNCIÓN CON EL SERVICIO; (II) CUALQUIER CAMBIO REALIZADO EN EL SERVICIO O CUALQUIER CESE TEMPORAL O PERMANENTE DEL SERVICIO O DE CUALQUIER PARTE DEL MISMO; (III) EL ACCESO NO AUTORIZADO O LA ALTERACIÓN DEL SERVICIO, SUS TRANSMISIONES O DATOS; (IV) LA ELIMINACIÓN, CORRUPCIÓN O IMPOSIBILIDAD DE ALMACENAR Y/O ENVIAR O RECIBIR LAS TRANSMISIONES O DATOS EN EL SERVICIO O A TRAVÉS DE ESTE; (V) LAS DECLARACIONES O CONDUCTA DE TERCEROS EN EL SERVICIO; O (VI) CUALQUIER OTRO ASUNTO RELACIONADO CON EL SERVICIO.

10. GENERALES

A. Relación de las Partes. Este Contrato no se interpretará como la creación de ninguna relación de agencia, o sociedad, proyecto conjunto, obligación fiduciaria, o cualquier otra asociación legal entre Tú y Apple, y Tú no declararás lo contrario, ya sea de forma expresa, por implicación, apariencia o de otra forma. Excepto que expresamente se disponga lo contrario en este Contrato, este no se celebra con la intención de beneficiar a ningún tercero.

B. Renuncia; Cesión. La tardanza o fallo en tomar alguna acción de conformidad con este Contrato no constituirá una renuncia a menos que se renuncie expresamente por escrito y sea firmada por un representante debidamente autorizado por Apple, y una renuncia individual constituirá una renuncia continua o subsecuente. No podrás ceder este Contrato en parte o en su totalidad. Cualquier cesión será nula e inválida.

C. Verificación. En la medida permitida por la Ley, Apple podrá verificar Tu uso del Servicio (a través de herramientas de software remoto o de otra forma) para verificar el cumplimiento con los términos de este Contrato. Aceptas cooperar con Apple con el proceso de verificación y proporcionar la asistencia razonable y acceso a la información correspondiente. Ninguna verificación interferirá irracionalmente con Tus operaciones regulares, y aceptas que Apple no será responsable por cualquier gasto o costo en que incurras al cooperar con el proceso de verificación.

D. Control de Exportaciones. El uso del Servicio y el Software, incluida la transferencia, publicación o carga de datos, software u otro Contenido a través del Servicio, puede estar sujeto a leyes de exportación e importación de Estados Unidos y otros países. Aceptas cumplir con todas las leyes y regulaciones de exportación e importación aplicables. En particular, pero sin limitaciones, el Software no puede exportarse ni reexportarse (a) a países sujetos a embargos por parte de los EE. UU. o (b) a personas que figuren en la lista de ciudadanos especialmente designados del Departamento del Tesoro de los EE. UU. o en la lista de personas o entidades denegadas del Departamento de Comercio de los EE. UU. Al hacer uso del Software o el Servicio, declaras y garantizas que no te encuentras en ninguno de dichos países ni figuras en ninguna de dichas listas. También aceptas que no utilizarás el Software o el Servicio para ningún fin prohibido por la legislación de los Estados Unidos, incluyendo, sin limitación, el desarrollo, el diseño, la fabricación o la producción de misiles, armas nucleares, químicas o biológicas. Además, aceptas no cargar a Tu cuenta datos o software que: (a) estén sujetos al Reglamento sobre Tráfico Internacional de Armas o (b) que no se puedan exportar sin la autorización escrita previa por parte del Gobierno, entre los que se incluyen algunos tipos de software de encriptación y códigos fuente, sin obtener con anterioridad dicha autorización. Esta garantía y este compromiso prevalecerán tras la finalización de este Contrato.

E. Cumplimiento de la legislación. La Institución cumplirá, y se asegurará de que todos los empleados, contratistas y agentes de la Institución cumplan, todas las leyes, normas y reglamentos aplicables al uso del Servicio, incluidos, entre otros, los promulgados para combatir el soborno y la corrupción, incluida la Ley de Prácticas Corruptas en el Extranjero de los Estados Unidos, la Ley de Soborno del Reino Unido, los principios de la Convención de la OCDE para Combatir el Soborno de Funcionarios Públicos Extranjeros, y cualquier ley

correspondiente de todos los países en los que se realicen negocios o se presten servicios en virtud del presente Contrato.

F. Usuarios Finales - Gobierno Federal. El Servicio, Software de Apple y la documentación relacionada son "Elementos Comerciales", como se define en 48 C.F.R. §2.101, consistentes con "Software Comercial de Computadora" y con "Documentación de Software Comercial de Computadora", como se definen dichos términos en 48 C.F.R. §12.212 o 48 C.F.R. §227.7202, cuando sea aplicable. Consistentes con 48 C.F.R. §12.212 o 48 C.F.R. §227.7202-1 mediante 227.7202-4, cuando apliquen, el Software Comercial de Computadora y la Documentación de Software Comercial de Computadora tiene licencia de usuarios finales del Gobierno de los Estados Unidos (a) solo como Elementos Comerciales, y (b) solo con los derechos que se otorgan a cualquier otro usuario final de conformidad con los términos y condiciones del presente. Derechos no publicados reservados de conformidad con las leyes de derechos de autor de Estados Unidos.

G. Honorarios de Abogados. En la medida en que la legislación vigente lo permita, si cualquier acción o procedimiento, sea regulatorio, administrativo, conforme a derecho o equidad se comienza o establece para hacer cumplir o interpretar cualquiera de los términos o disposiciones del Contrato (excluyendo mediaciones requeridas de conformidad con el Contrato), la parte vencedora de cualquier acción o procedimiento estará facultada a recuperar los gastos razonables de honorarios de abogados, honorarios de peritos, costos y gastos del juicio, adicionalmente a cualquier otro recurso al que la parte vencedora tenga derecho. Como se usa en el presente, "parte vencedora" incluye sin limitación, una parte que desestima un recurso de recuperación a cambio del pago de las sumas presuntamente adeudadas, cumplimiento de los convenios presuntamente violados, o consideración sustancialmente igual a la solicitada en la acción.

H. Jurisdicción. Si Tu Institución es una institución educativa pública y acreditada de los EE. UU., este Contrato se registrará e interpretará de conformidad con las leyes del estado en que la Institución tenga domicilio, excepto el conjunto de leyes relacionada con los conflictos legales. Por el presente, Tú y Apple dan su consentimiento a la jurisdicción personal y competencia exclusiva de los tribunales federales del estado en el que Tu Institución tenga domicilio.

Para todas las otras Instituciones ubicadas en los Estados Unidos o sujetas, de conformidad con este Contrato, a las leyes de los Estados Unidos, este Contrato se registrará e interpretará de conformidad con las leyes del Estado de California, como sea aplicable a los contratos celebrados y ejecutados en California entre residentes de California. Las partes se someten a la jurisdicción personal y la liberan de toda objeción en los siguientes foros: Tribunal del Distrito de Estados Unidos para el Distrito Norte de California, Tribunal Superior de California para el Condado de Santa Clara o cualquier otro foro del Condado de Santa Clara para cualquier litigio que sobrevenga de este Contrato.

Si Tu Institución se encuentra fuera de los Estados Unidos, la ley y el tribunal correspondientes serán la ley y los tribunales del país en que esté domiciliada la entidad de Apple que Te provee el Servicio a Ti según lo establecido en la Sección 10M.

Si eres una organización intergubernamental internacional a la que se le otorgó inmunidad de la jurisdicción de los tribunales nacionales a través de Tu carta o contrato intergubernamental, entonces cualquier controversia o reclamo que surja a partir de este Contrato, que esté relacionado con este Contrato, o que surja a partir de Tu incumplimiento, se determinará a través de un arbitraje en virtud del Reglamento de Arbitraje de la Cámara de Comercio Internacional (el "Reglamento de Arbitraje de la CCI") vigente al momento de solicitar el arbitraje por tres árbitros designados según el reglamento, y se llevará a cabo según el reglamento sobre la obtención de pruebas en el arbitraje internacional de la Unión Internacional

de Abogados (UIA). El lugar del arbitraje será Londres, Inglaterra. El arbitraje se realizará en inglés. Aceptas que, a petición de Apple, proporcionarás pruebas de Tu estado de organización intergubernamental con los privilegios y las inmunidades mencionados.

Este Contrato no se registrará según la Convención de las Naciones Unidas sobre los Contratos de Compraventa Internacional de Mercaderías, cuya aplicación se excluye expresamente.

I. Aviso. Salvo que se acuerde lo contrario en el Contrato, cualquier aviso o requerido o permitido de conformidad con este Contrato o requerido por ley deberá ser por escrito y deberá: (a) ser entregado personalmente, (b) enviado por el Servicio Postal de los Estados Unidos, o (c) ser enviado por mensajería aérea, en cualquier caso deberá ser debidamente pre pagado y enviado a: Apple Inc., Apple Developer Legal (Apple School Manager), One Apple Park Way, 37-21SM, Cupertino, California 95014 U.S.A. Cualquiera de las Partes podrá notificar sobre su cambio de dirección para la recepción de notificaciones mediante un aviso de acuerdo con esta Sección. Se considerará que las notificaciones han sido entregadas al momento si se hacen de forma personal, o tres (3) días después de haber sido depositadas en el correo como se establece arriba, o un (1) día después de haber sido entregadas al servicio de mensajería aéreo. Aceptas recibir notificaciones por correo y aceptas que cualquiera de las notificaciones que Apple Te envíe electrónicamente satisfarán cualquier requisito legal de comunicación.

J. Fuerza mayor. Ninguna parte será responsable por el fallo o retraso en la ejecución que sean causados por guerra, hostilidades, terrorismo, desobediencia civil, incendio, terremotos, actos de Dios, desastres naturales, accidentes, pandemias, agitación laboral, limitaciones gubernamentales, (incluyendo la negativa o cancelación de licencias de importación/exportación u otra licencia), u otros eventos fuera del control razonable de la parte obligada; siempre que dentro de cinco (5) días hábiles de ocurrir el evento de fuerza mayor, dicha parte proporcione a la otra una notificación por escrito. Ambas partes realizarán esfuerzos razonables para mitigar los efectos del evento de fuerza mayor. En caso de eventos de fuerza mayor, el tiempo de ejecución será extendido por un periodo de tiempo igual a la duración del evento de fuerza mayor, pero en ningún caso será mayor a treinta (30) días. Esta Sección no excusa las obligaciones de ninguna de las partes de instituir y cumplir con los procedimientos de recuperación de desastres.

K. Acuerdo íntegro; Divisibilidad; Cambios al Contrato. Este Contrato constituye el acuerdo total entre las partes en relación a Tu uso del Servicio, rige Tu uso del Servicio y reemplaza cualquier contrato previo referente al Servicio. Podrás estar sujeto a términos y condiciones adicionales que podrán aplicarse cuando usés servicios afiliados, contenido de terceros o software de terceros. Salvo que se especifique lo contrario en este Contrato en relación con el Servicio, ninguna parte de este Contrato sobresee los EULA del Software de Apple. Este Contrato podrá ser modificado solo en la medida que expresamente permita este Contrato (por ejemplo, por Apple mediante aviso a Ti). En caso de que rechaces aceptar dichos cambios, Apple tendrá el derecho de terminar este Contrato y Tu cuenta. Si se determina que una parte de este Contrato no es válida o aplicable, dicha parte se interpretará de una manera consistente con la legislación aplicable para reflejar, si es posible, las intenciones originales de las partes, y las disposiciones restantes permanecerán en pleno vigor y efectos. La falta de ejercicio o de exigencia de un derecho o disposición de este Contrato por parte de Apple no constituirá una renuncia de dicho derecho o disposición. Cualquier traducción de este Contrato se hace para cumplir con requisitos locales y en caso de algún conflicto entre la versión en inglés y la versión que no esté en inglés, la versión en inglés de este Contrato prevalecerá.

L. Vigencia de los Términos. Los términos y disposiciones de este Contrato, incluyendo cualquier Apéndice o modificación al presente, que por su naturaleza deban subsistir al vencimiento o rescisión del Contrato, subsistirá.

M. Definiciones. En este Contrato, salvo que se expresamente se señale lo contrario:

"Administrador" hace referencia a un empleado o contratista (o Proveedor de Servicios Externo) de la Institución quien es un representante autorizado y actúa en nombre de la Institución con el propósito de administrar las cuentas, entre cuyas tareas se incluyen administrar servidores, cargar la configuración de aprovisionamiento de MDM y agregar dispositivos a las cuentas de la Institución, crear y administrar Apple ID Administrados y otras funciones correspondientes a la administración del Servicio, en cumplimiento con los términos de este Contrato.

Se refiere por "Apple", como se usa en el presente, a*:

- Apple Canada Inc., ubicado en 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canadá para usuarios en Canadá o sus territorios y posesiones;
- iTunes K.K., ubicado en Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokio 106-6140, Tokio, para los usuarios de Japón;
- Apple Pty Limited, ubicado en Level 2, 20 Martin Place, Sydney NSW 2000, Australia, para usuarios en Australia, Nueva Zelanda, incluidas las posesiones insulares, territorios y jurisdicciones afiliadas;
- Apple Distribution International Ltd., con sede en Hollyhill Industrial Estate, Hollyhill, Cork, República de Irlanda, para usuarios en el Espacio Económico Europeo y en Suiza; y
- Apple Inc., ubicado en One Apple Park Way, Cupertino, California, 95014, Estados Unidos, para el resto de los usuarios.
- Apple Services LATAM LLC, con sede en 1 Alhambra Plaza, Ste. 700 Coral Gables, Florida 33134, Estados Unidos, para instituciones en México, América Central, América del Sur o cualquier país o territorio del Caribe (con exclusión de Puerto Rico).

Se refiere por "Personal de Apple" a los empleados de Apple, agentes o contratistas.

"Servicios de Apple" hace referencia al App Store, Apple Books, Apple Online Store, AppleCare, Apple Teacher Learning Center y otros Servicios de Apple disponibles para Tus Usuarios Finales conforme al presente Contrato.

Se refiere por "Software de Apple" a iOS, macOS, Tareas Escolares y tvOS, y cualquier versión sucesiva de los mismos.

"Proveedor de Servicios de Apple" y "Proveedor de Servicios" hacen referencia a un tercero que realiza ciertas tareas en nombre de Apple, como procesar o almacenar datos y prestar servicio a los clientes, en relación con la prestación de Servicios de Apple.

"Dispositivos Autorizados" se refiere a cualquier producto de marca Apple que sea propiedad o que esté controlado por TI (o que sea propiedad de Tus Usuarios Finales [p. ej., dispositivos "BYOD"]), que haya sido designado para su uso exclusivo por Usuarios Finales y que cumpla con las especificaciones técnicas aplicables para su uso con el Servicio. Sin perjuicio de lo anterior, no se permite que inscribas dispositivos BYOD en la administración de dispositivos supervisados como parte del Servicio, y no se agregarán a Tu cuenta.

Se refiere por "Contenido" a cualquier información que pueda ser generada o encontrada mediante el uso del Servicio como archivos de datos, características de dispositivos, texto escrito, software, música, gráficos, fotografías, imágenes, sonidos, videos, mensajes y cualquier otro material similar, incluidos los Datos Personales.

"Usuario(s) Final(es)" hace referencia a los empleados de la Institución, profesores, personal, contratistas (o Proveedores de Servicios Externos), Administradores y/o estudiantes, cuando sea aplicable, autorizados por la Institución o en nombre de ella para usar el Servicio de acuerdo con este Contrato.

"Contrato de Licencia de Usuario Final" o "EULA" hace referencia a los Términos y condiciones del contrato de licencia de software para el Software de Apple.

Se refiere por "RGPD" al Reglamento (UE) 2016/679 del Parlamento Europeo y del Consejo del 27 de abril de 2016 sobre la protección de personas físicas con respecto al procesamiento de datos personales y sobre la libre circulación de dichos datos, y reemplaza a la directiva 95/46/EC.

Se refiere por "Certificación ISO 27001" a una certificación ISO/IEC 27001:2013 o una certificación comparable que cubre los Servicios.

Se refiere por "Certificación ISO 27018" a una certificación ISO/IEC 27018:2014 o una certificación comparable que cubre los Servicios.

Se refiere por "Configuración de Inscripción de MDM" a la configuración de un producto de marca Apple que puede ser configurado y administrado como parte del Servicio, incluyendo, sin limitarse a, la inscripción inicial de un dispositivo, y la configuración para supervisar un dispositivo, hacer obligatoria una configuración, o bloquear un perfil MDM.

"Servidor(es) de MDM" hace referencia a computadoras de Tu propiedad o que controlas (o un Proveedor de Servicios Externo que actúa en Su nombre) y que se designaron para comunicarse con el Servicio.

"Datos personales" se refiere a datos que pueden ser utilizados razonablemente para identificar a un individuo que está bajo el control de la Institución de conformidad con este Contrato. Los Datos Personales pueden referirse a estudiantes, profesores, Administradores, empleados y contratistas de Tu Institución, como la información asociada a un Apple ID Administrado. Dentro de los Datos Personales no se incluye información que haya sido agregada, anónima o no identificada de manera que dichos datos ya no puedan, dentro de lo razonable, vincularse o asociarse con una persona.

Se refiere por "Token del Servidor" a la combinación de Tu llave pública, Apple ID administrado y un token proporcionado por Apple que permite a Tu servidor de MDM ser registrados en el Servicio.

"Servicio" hace referencia al servicio de Apple School Manager (y cualquiera de sus componentes, funcionalidades y características) para la administración de Dispositivos Autorizados, Contenido, Apple ID Administrados y el almacenamiento de iCloud vinculado con dichos Apple ID Administrados de una Institución, y el acceso y uso de los Usuarios Finales autorizados a través del Portal Web y otros sitios web y servicios de Apple (como

iCloud), en la forma en que Apple lo ponga a disposición de la Institución de conformidad con este Contrato.

Se refiere por "Contenido de Terceros" a todos los archivos de datos, características de dispositivos, textos escritos, software, música, gráficos, fotografías, imágenes, sonidos, videos, mensajes y cualquier otro material similar, en cualquier formato, que sea obtenido o derivado de fuentes de terceros, y se pongan a Tu disposición a través, dentro o en conjunto con Tu uso del Servicio.

Se refiere por "Tercero Proveedor" a un tercero que Te proporciona un servicio en relación con los términos de este Contrato.

Se refiere por "Tú", "Tu", "Te", "Ti" e "Institución" a la institución que celebra este Contrato. Para evitar dudas, la Institución es responsable de cumplir con este Contrato por sus empleados, contratistas, Terceros Proveedores de Servicios, y agentes autorizados a ejercer derechos a su nombre de conformidad con este Contrato.

Se refiere por "Tu Contenido" a todos los archivos de datos, características de dispositivos, texto escrito, software, música, gráficos, fotografías, imágenes, sonidos, videos, mensajes y cualquier otro material similar (incluyendo Datos Personales como se define arriba), en cualquier formato, proporcionados por Ti o a nombre de Tus Usuarios Finales, cuyo Contenido reside en el Servicio o se ejecuta en él.

"Portal Web" hace referencia a la plataforma web proporcionada por Apple que Te permite administrar el Servicio.

APÉNDICE A

Aviso de Privacidad para los Datos Personales de los Estudiantes

Apple ID Administrado de Tus Estudiantes

Con el Apple ID Administrado que crees, los estudiantes podrán aprovechar las funcionalidades y los servicios de Apple que decidas poner a Tu disposición con fines educativos. Por ejemplo, los estudiantes pueden usar sus Apple ID Administrados para hacer lo siguiente:

- Realizar y recibir llamadas de voz y video en FaceTime
- Crear y compartir fotos, documentos, videos, mensajes de audio y mensajes de texto usando Cámara, Fotos, Compartir Fotos de iCloud, Mensajes, Mail, iWork y otras apps de Apple
- Interactuar con la app Aula, que permite a los profesores y Administradores guiar a los estudiantes a través de lecciones y ver la pantalla de sus dispositivos
- Guardar contactos, eventos de calendario, notas, recordatorios, fotos, documentos y respaldos en iCloud
- Acceder y buscar en Internet y en recursos de Internet a través de Safari y Spotlight
- Registrar y compartir su progreso en apps compatibles con ClassKit si la funcionalidad de progreso de los estudiantes está habilitada en Apple School Manager
- Usar Tareas Escolares para ver tareas de clase, navegar a actividades asignadas de la app, colaborar con los profesores y otros estudiantes, y enviar Tu trabajo

Apple no recabará, usará o revelará ningún Dato Personal de Tus estudiantes, de forma intencional, sin el consentimiento apropiado. Reconoces que eres responsable de obtener el consentimiento de los estudiantes y/o los padres, y de avisarles con suficiente antelación, cuando así lo exijan las leyes aplicables, para crear Apple ID Administrados, para permitir que Apple proporcione el Servicio utilizando los Apple ID Administrados y para recopilar, utilizar y divulgar los Datos Personales de los estudiantes proporcionados por Ti o Tus Usuarios Finales a Apple a través del Servicio, incluida cualquier funcionalidad y servicio adicional que pongas a disposición de Tus estudiantes.

Apple podrá tomar medidas adicionales para verificar que la persona que otorga el permiso de creación del Apple ID Administrado para Tus estudiantes es un Administrador de Tu Institución con la autoridad para proporcionar el consentimiento en Tu nombre.

Recopilación de información

Creación de Apple ID Administrados:

Apple podrá recibir los siguientes Datos Personales si Tú los proporcionas o se proporcionan en Tu nombre con el fin de crear un Apple ID Administrado para Tus estudiantes: nombre del estudiante, Institución, clases inscritas, función e ID de estudiante. Si lo deseas, también podrás proporcionar el grado y el correo electrónico del estudiante. Con el fin de proteger la seguridad de la cuenta de Tus estudiantes y preservar Tu capacidad de reiniciar las contraseñas de Tus estudiantes en línea de forma fácil, deberás mantener esta información como confidencial.

Uso de los Servicios de Apple con un Apple ID Administrado:

Apple puede recopilar Datos Personales relacionados con el uso por parte de Tus estudiantes de las funcionalidades y los servicios de Apple que decidas poner a disposición con fines educativos, incluida la información descrita anteriormente. Por ejemplo, si decides utilizar Tareas Escolares, Apple puede recopilar Datos Personales de los estudiantes relacionados con las actividades que sus profesores asignan a través de Tareas Escolares, por ejemplo, cuando Tus estudiantes marcan una actividad como completa y sus comentarios sobre las actividades asignadas. Si habilitas la funcionalidad de progreso de los estudiantes en Apple School Manager, Apple recibirá datos sobre

el progreso de Tus estudiantes en las actividades asignadas de las apps participantes, como la lectura de un capítulo de un libro, la realización de una serie de ecuaciones matemáticas o la realización de un cuestionario.

Además, Apple puede recopilar datos técnicos y de diagnóstico sobre el uso del Servicio por parte de Tus estudiantes, incluida, por ejemplo, la dirección IP, la información sobre los dispositivos de Tus estudiantes, los navegadores, el sistema y el software de las apps, y los periféricos.

Uso de la Información

Apple podrá usar los Datos Personales de los estudiantes proporcionados por Ti o Tus Usuarios Finales a Apple en relación con el Servicio a fin de proporcionar y mejorar el Servicio para propósitos educativos y cumplir con las leyes aplicables.

Apple no usará los Datos Personales de los estudiantes para ayudar a crear, desarrollar, operar, entregar o mejorar publicidad. La funcionalidad Anuncios personalizados estará deshabilitada por defecto en todos los dispositivos asociados con Tus Apple ID Administrados que se crearon a través del Servicio para garantizar que Tus estudiantes no reciban publicidad dirigida. Sin embargo, la publicidad no dirigida podrá seguir siendo recibida los dispositivos, como lo determinen las apps de terceros que puedas descargar.

Apple puede usar información no identificable personalmente de diagnóstico, técnica, de uso y otra información relacionada, incluidos, entre otros, los identificadores; la información sobre los Dispositivos Autorizados, el sistema y el software de las apps y los periféricos; y las cookies, con el fin de proporcionar y mejorar el Servicio; para facilitar la provisión de actualizaciones de software, soporte técnico del producto y otras características relacionadas con el Servicio; con fines de seguridad y administración de la cuenta; y para verificar el cumplimiento de los términos de este Contrato. Por ejemplo, Apple puede utilizar datos no identificables personalmente sobre el uso de Tareas Escolares por parte de Tus estudiantes (que no están asociados con un Apple ID Administrado) para proporcionar y mejorar la app.

Divulgación a terceros

Apple ID Administrados

Sujeto a las restricciones que establezcas, Tus estudiantes podrán compartir información con Tus otros estudiantes y profesores a través del uso de las funcionalidades y los servicios de Apple que decida poner a disposición, incluidos los servicios y las funcionalidades descritos anteriormente.

Además, si Tus estudiantes usan sus Apple ID Administrados para ingresar en un dispositivo que es propiedad de un tercero (como un iPad de amigos o de los padres), otras personas pueden ver y acceder a la información asociada con la cuenta del Apple ID Administrado de ese estudiante usando el dispositivo, salvo que el estudiante cierre su sesión.

Si decides acceder, usar, descargar, instalar, o permitir productos o servicios de terceros que operen con el Servicio, pero no son parte del Servicio, el Servicio podrá permitir a dichos productos o servicios acceder a los Datos Personales cuando sea requerido para el uso de dichos servicios adicionales. Algunos de esos productos o servicios de terceros también podrán proporcionar a Apple acceso a los Datos Personales. Por ejemplo, si permites que Tus estudiantes inicien sesión en el Servicio a través de proveedores de identidad federados. No se requiere que uses dichos productos o servicios adicionales en relación con el Servicio, y Tu Administrador podrá restringir el uso de dichos productos o servicios adicionales conforme a este Contrato. Antes de acceder, usar,

descargar, instalar o habilitar productos o servicios de terceros para usar con un Apple ID Administrado, debes revisar los términos, políticas y prácticas de los productos y servicios de terceros para entender qué datos podrán recabar de Tus estudiantes, cómo podrán ser usados, compartidos o almacenados dichos datos y, si aplica, si dichas prácticas son consistentes con los permisos que hayas obtenido.

Proveedores de Servicios de Apple

Apple puede proporcionar Datos Personales a Proveedores de Servicios de Apple que realizan ciertas tareas en nombre de Apple, como procesar o almacenar datos y prestar servicio a los clientes, en relación con la prestación de Servicios de Apple. Autorizas el uso de Apple Inc. como Proveedor de Servicios y a otros Proveedores de Servicios que Apple utilice, siempre y cuando dichos Proveedores de Servicios estén obligados contractualmente a tratar dichos datos con el mismo nivel de protección con el que Apple debe tratar esos datos de conformidad con este Contrato, y no usen dichos datos para ningún propósito que no sea el especificado en el presente. Una lista de dichos Proveedores de Servicios se pondrá a disposición cuando se solicite. En los casos en los que un Proveedor de Servicios de Apple no cumpla con sus obligaciones de protección de datos según lo estipulado en este Contrato, Apple seguirá siendo plenamente responsable frente a Ti por el cumplimiento de las obligaciones de dicho Proveedor de Servicios de Apple según lo requiera la ley aplicable.

Otros

Apple podrá revelar Datos Personales sobre Ti o Tus estudiantes si Apple determina que la revelación es razonablemente necesaria para exigir los Términos y condiciones de Apple o proteger las operaciones o a los usuarios de Apple. Adicionalmente, en caso de una reorganización, fusión, o venta Apple podrá transferir cualquier Dato Personal proporcionado por Ti a la parte correspondiente.

Acceso, Corrección y Eliminación

Apple Te proporciona la capacidad de acceder, corregir, o eliminar los datos asociados a los Apple ID Administrados de Tus estudiantes. Puedes eliminar los datos asociados a Tus Apple ID Administrados a través del Portal Web. Si tienes alguna pregunta, puedes comunicarte con nosotros a través de <https://www.apple.com/legal/privacy/contact/>.

Revisión y eliminación de información por parte de padres o tutores

Los padres o tutores de los Usuarios Finales estudiantes con un Apple ID Administrado en escuelas primarias/secundarias (K-12) pueden ponerse en contacto con el Administrador para acceder a los Datos Personales de sus hijos o solicitar su eliminación. Si un padre o tutor desea detener la recopilación de Datos Personales de su hijo, puede solicitar al Administrador que utilice los controles disponibles del Servicio para limitar el acceso de su hijo a determinadas funcionalidades, o eliminar por completo la cuenta de su hijo.

La Política de privacidad de Apple está disponible en <https://www.apple.com/legal/privacy/> y, en la medida en que sea coherente con este Aviso y la Sección 3 de este Contrato, se incorpora en el presente como referencia. **Si existe algún conflicto entre la Política de privacidad de Apple y este Aviso y la Sección 3 de este Contrato, los términos de este Aviso y la Sección 3 de este Contrato tendrán prioridad** cuando corresponda al Servicio disponible a través de un Apple ID Administrado.

RECUERDE LO SIGUIENTE: ESTE AVISO NO SE APLICA A LAS PRÁCTICAS DE RECOPIACIÓN DE DATOS DE APPS DE TERCEROS. PREVIO A COMPRAR O DESCARGAR APPS DE TERCEROS DISPONIBLES PARA ESTUDIANTES CON UN APPLE ID ADMINISTRADO, DEBERÁS REVISAR LOS TÉRMINOS, LAS POLÍTICAS Y LAS PRÁCTICAS DE DICHAS APPS DE TERCEROS.

LYL139
14/06/2023

ENGLISH

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- B. APPLE PAY SUPPLEMENTAL TERMS**
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(c) To the extent that Apple has preinstalled Apple-branded apps from the App Store on your Device at the time of purchase ("Preinstalled Apps"), you will need to log into the App Store and associate these Preinstalled Apps with your App Store account in order to use them on your Device. When you associate a Preinstalled App with your App Store account, you will at the same time be automatically associating all other Preinstalled Apps on your Device. By choosing to associate the Preinstalled Apps with your App Store account, you agree that Apple may transmit, collect, maintain, process and use both the Apple ID used by your App Store account and a unique hardware identifier collected from your Device, as unique account identifiers for the purpose of verifying the eligibility of your request and providing you access to the Preinstalled Apps through the App Store. If you do not wish to use a Preinstalled App, you can delete it from your Device at any time.

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(i) Use of the App Store requires a unique user name and password combination, known as an Apple ID. An Apple ID is also required to access app updates and certain features of the Apple Software and Services.

(j) You acknowledge that many features, built-in apps, and Services of the Apple Software transmit data and could impact charges to your data plan, and that you are responsible for any such charges. You can view and control which applications are permitted to use cellular data and view an estimate of how much data such applications have consumed under Cellular Data Settings. In addition, Wi-Fi Assist will automatically switch to cellular when you have a poor Wi-Fi connection, which might result in more cellular data use and impact charges to your data plan. Wi-Fi Assist is on by default, but can be disabled under Settings. For more information, please consult the User Guide for your Device.

(k) If you choose to allow automatic app updates, your Device will periodically check with Apple for updates to the apps on your Device and, if one is available, the update will automatically download and install onto your Device. You can turn off the automatic app updates altogether at any time by going to Settings, tap iTunes & App Store, and under Automatic Downloads, turn off Updates.

(l) Using your Device in some circumstances can distract you and may cause a dangerous situation (for example, avoid typing a text message while driving a car or using headphones while riding a bicycle). By using your Device you agree that you are responsible for observing rules that prohibit or restrict the use of mobile phones or headphones (for example, the requirement to use hands-free options for making calls when driving).

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4. Consent to Use of Data. When you use your Device, your phone number and certain unique identifiers for your Device are sent to Apple in order to allow others to reach you by your phone number when using various communication features of the Apple Software, such as iMessage and FaceTime. When you use iMessage, Apple may hold your messages in encrypted form for a limited period of time in order to ensure their delivery. You may turn off FaceTime or iMessage by going to the FaceTime or Messages settings on your Device. Certain features like Analytics, Location Services, Siri, and Dictation may require information from your Device to provide their respective functions. When you turn on or use these features, details will be provided regarding what information is sent to Apple and how the information may be used. You can learn more by visiting <https://www.apple.com/privacy/>. At all times your information will be treated in accordance with Apple's Privacy Policy, which can be viewed at: <https://www.apple.com/legal/privacy/>.

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EA1806
7/8/2022

Apple Pay & Wallet Supplemental Terms and Conditions

These Apple Pay & Wallet Supplemental Terms and Conditions (these "Supplemental Terms") supplement the Apple Software License Agreement (the "License"); both the terms of the License and these Supplemental Terms govern your use of the Apple Pay feature ("Apple Pay") and Apple Wallet application ("Wallet"), which shall be deemed a "Service" under the License. Capitalized terms used in these Supplemental Terms have the meanings set forth in the License.

1. Overview

Apple Pay

Apple Pay allows you to:

- make contactless payments using credit, debit, and prepaid cards, including Apple Card and the Apple Cash card, in select locations, or within select apps or websites;
- send person to person payments to other Apple Cash users; and
- track online orders and view receipts.

Apple Pay and certain features of Apple Pay may only be available in select regions, with select card issuers, payment networks, merchants, and other third parties.

Wallet

Apple Wallet allows you to store virtual representations of credit, debit, and prepaid cards to be used with Apple Pay (collectively, "Apple Pay Cards"), as well as other types of cards, passes, and keys, including without limitation the following (collectively, "Wallet Passes", and together with Apple Pay Cards, the "Supported Cards"):

- rewards cards;

- transit cards;
- tickets;
- membership passes;
- car keys;
- home keys;
- hospitality keys;
- corporate badges;
- student ID cards; and
- driver's license and state or government-issued identification cards ("ID Cards").

Wallet Passes may only be available in select regions and with select partners. ID Cards may only be available for residents of participating states and presentment may vary by state or location.

Supported Cards may change from time to time.

2. Eligibility

To use Apple Pay and Wallet, you must have (i) a supported Device running a version of operating software that supports the Services (latest version recommended and sometimes required), (ii) an Apple ID associated with an iCloud account that is in good standing with Apple, and (iii) Internet access (fees may apply). With the exception of Apple Cash Family and select e-money cards, Apple Pay Cards are only available to individuals aged 13 years or older, and may be subject to additional age-based restrictions imposed by iCloud or the relevant issuer, merchant, or other third party. Transit cards, e-money cards, ID Cards, corporate badges and keys are only available on iOS Devices.

If you are a parent or legal guardian of an iCloud Family (an "Organizer"), you may invite Family members, including those under age 13 (or the equivalent minimum age in the applicable country), to provision and use eligible transit cards in Wallet. As the Organizer, you will be responsible for all payments, purchases, and transactions made using the transit card that has been enabled for Family members, including those initiated by the Family member. Eligibility for, and use of, transit cards in Wallet are subject to the terms and conditions of the relevant transit agency. Organizers are responsible for complying with such terms and conditions and assume all risk related to enabling transit passes with other Family members. When a Family member leaves or is removed from the Family, the Family member will no longer be able to reload the transit card and will only be able to transact on the card until such time as the card account balance is zero.

If you are the owner of a car key, you can share your car key with others aged 13 years or older so they can unlock, access, and/or drive your car.

Home keys can only be added or removed from Wallet by adding or removing locks in the Home app or adding or removing yourself from a home in the Home app. If you are the administrator of a home in the Home app, any existing home keys will automatically be shared with people whom you have invited and who join your Home.

Apple Card is only available in the United States and is issued by Goldman Sachs Bank USA, Salt Lake City Branch ("Apple Card Issuer"). With the exception of Apple Card Family, Apple Card is only available to individuals aged 18 years or older (or older depending on your state of residence).

The Apple Cash card and the ability to send and receive person to person payments are only available in the United States, and are services provided by Green Dot Bank, member FDIC. In order to send or receive person to person payments in Apple Pay, you must have an Apple Cash card. With the exception of Apple Cash Family, the Apple Cash card and the ability to send and receive person to person

payments are only available to individuals aged 18 years or older.

3. Use of the Services

Supported Cards and person to person payments are associated with the Apple ID you have signed into iCloud to use these features. When you add or remove keys, corporate badges, rewards cards, tickets, and membership passes in Wallet, the change may appear on your other Apple devices where you are signed in with your Apple ID. You will only be able to associate one ID Card for each state issuing authority with each Apple ID.

Apple Pay and Wallet are intended for your personal use and you may only provision your own Supported Cards or those transit cards or car and home keys that you have been invited to provision from an Organizer or owner. If you are provisioning a supported corporate card, you represent that you are doing so with the authorization of your employer and you are authorized to bind your employer to these terms of use and all transactions effected by use of this feature. If you are sending or receiving a person to person payment, you represent that you are doing so for your own personal, non-commercial use. If you are provisioning an ID Card, you represent that you are doing so using your own personal information that accurately and truthfully represents you.

You agree not to use Apple Pay or Wallet for illegal or fraudulent purposes, or any other purposes which are prohibited by the License and these Supplemental Terms. You further agree to use Apple Pay and Wallet in accordance with applicable laws and regulations. You acknowledge that any false information submitted in connection with an ID Card may be a criminal offense under federal or state law. You agree not to interfere with or disrupt the Apple Pay or Wallet service (including accessing the service through any automated means), or any servers or networks connected to the service, or any policies, requirements, or regulations of networks connected to the service (including any unauthorized access to, use, or monitoring of data or traffic thereon).

If your access to or use of Apple Pay or Wallet is prohibited by applicable law, you are not authorized to access or use these Services. We are not responsible if you access or use the Services in any manner that violates applicable law.

4. Apple's Relationship With You

Your use of Apple Pay will be governed by these Supplemental Terms, as well as by the terms of the cardholder agreement you have in place with the relevant issuer, merchant, or other third party responsible for your Apple Pay Card.

Similarly, your use of Wallet Passes in Wallet will be governed by these Supplemental Terms, as well as by the terms of your agreement with the relevant merchant, transit agency, car and lock manufacturer, university, hotel, resort, corporation, state issuing authority, or other third party.

With the exception of certain features of Apple Pay provided by Apple Payments Inc. ("Apple Payments") described below, Apple does not process payments or other non-payment transactions made on your Apple Pay Cards. Apple has no control over, and is not responsible for, any payments, chargebacks, returns, refunds, rewards, value, discounts, access, identity verification, orders, order fulfillment, or other activity that may arise out of your use of Apple Pay or Wallet.

If there is any conflict between the terms of these Supplemental Terms and your agreement with the relevant issuer, merchant, state issuing authority, or other third party (each, a "**Third Party Agreement**"), the terms of these Supplemental Terms will govern your relationship with Apple, and the terms of the relevant Third Party Agreement will govern your relationship with such third party.

You agree that Apple is not a party to any of your Third Party Agreements, nor is Apple responsible for: (a) the content, accuracy or availability of any Supported Cards, purchases, transactions, orders, order fulfillment, receipts, or other activities while using Apple Pay or Wallet, including without limitation those made by Family members or others with whom you have shared your Supported Cards; (b) the issuance of credit or accessing eligibility for credit; (c) the issuance, suspension, or revocation of a driver's license or state identification card; (d) activities of issuers, merchants, or other third parties related to your use of Apple Pay or Wallet; (e) provisioning decisions made by an issuer, merchant, or other third party in connection with adding your Supported Card to Wallet; (f) your membership or participation in any merchant or partner program; (g) any accrual or redemption of rewards or stored value in connection with your Supported Cards; (h) funding or reloading of prepaid Supported Cards; (i) sending or receiving of person to person payments; or (j) loading, redeeming, or withdrawing money from your Apple Cash card.

When you apply for Apple Card, you are applying to open an account with the Apple Card Issuer. The financial institution responsible for offering Apple Card is subject to change, and your use of Apple Card is subject to their terms and conditions.

When you enable the Apple Cash features within Apple Pay, you are opening an account with Green Dot Bank. With the exception of the features of Apple Pay provided by Apple Payments, when you send or receive a person to person payment or load or withdraw money from your Apple Cash card, Green Dot Bank will be responsible for receiving and sending your money to the intended recipient. The financial institution responsible for offering Apple Cash and person to person payments within Apple Pay is subject to change, and your use of such features are subject to their terms and conditions.

The ability to use funds in your Apple Cash card to make payments to certain eligible businesses that you authorized (the "Direct Payments Service") is a service provided by Apple Payments. Your use of the Direct Payments Service is subject to Apple Payments' Direct Payments Terms and Conditions. Additionally, certain eligible businesses may allow you to authorize them to disburse funds to your Apple Cash card (each, a "Disbursement"). While Disbursements may be processed by Apple Payments, they are offered by the participating businesses that provide such funds and may be subject to certain additional terms and conditions of the disbursing businesses.

For all disputes or questions about Supported Cards or associated commerce activity, please contact your issuer or the applicable merchant, state issuing authority, or other third party. For questions regarding Apple Pay, Wallet, Apple Card or the Apple Cash card or person to person payments, please contact Apple Support.

5. Privacy

Apple's collection and use of personal information is governed by the Apple Privacy Policy, available at <https://www.apple.com/legal/privacy/>. You can find detailed information on the personal information collected, used, or shared as part of your use of Apple Pay and Wallet by reading the relevant service specific privacy notices, including About Apple Pay and Privacy, which can be accessed on your Device, or within the Watch app on a paired Device, or by visiting <https://www.apple.com/legal/privacy/>. By using Apple Pay and Wallet, you agree and consent to Apple's and its subsidiaries' and agents' transmission, collection, maintenance, processing, and use of all of the foregoing information, to provide these Services.

6. Security; Lost or Disabled Devices

PROTECTING YOUR SUPPORTED DEVICES AND CREDENTIALS LIKE YOU WOULD PROTECT YOUR

PHYSICAL WALLET AND CARDS

Apple Pay and Wallet store virtual representations of your Supported Cards and should be protected as you would protect your physical wallet, keys, or credit, debit, prepaid, identity and other cards. You are solely responsible for maintaining the security of your Device(s) and your Apple ID, your Touch ID and Face ID information, the passcode to your supported Device(s), and any other authentication credentials used in connection with the Services (collectively, your "Credentials"). If you authorize or allow anyone else to use your supported Device (e.g., by providing your Device passcode to a third party or allowing a third party to add their fingerprint to use Touch ID or enable Face ID, or otherwise providing any of your Credentials to a third party), the person may be able to make payments, send, request, or receive person to person payments, withdraw money from your Apple Cash card, receive or redeem rewards, use value, unlock or otherwise access your car, room, office or home, impersonate your identity, or make other transactions with your Supported Cards in Wallet. In such event, you will be responsible for all payments, access, and transactions made by that person.

JAILBROKEN DEVICES

If you make unauthorized modifications to your Device, such as by disabling hardware or software controls (sometimes referred to as "jailbreaking"), your Device may no longer be eligible to access or use the Services. You acknowledge that the use of a modified Device in connection with the Services is expressly prohibited, constitutes a violation of these Supplemental Terms, and is grounds for us to deny or limit your access to the Services.

ADDITIONAL SECURITY MEASURES

You may need to enable additional security measures, such as two-factor authentication for your Apple ID, in order to access particular features of Apple Pay, including Apple Card, the Apple Cash card, and person to person payments with Apple Pay. If you subsequently remove those security features, you may not be able to continue to access particular features of Apple Pay. Deleting the Face ID or Touch ID that is associated with your ID Card for presentment will require you to complete the entire ID Card provisioning process.

LOST OR STOLEN DEVICES

If your Device is lost or stolen and you have Find My iPhone enabled, you can use Find My iPhone to attempt to suspend the ability to transact with the virtual Supported Cards or sending person to person payments on that Device by putting it into Lost Mode. If your Device is in Lost Mode, your car key may be disabled in Wallet and you will no longer be able to access or start your car once you have left the vehicle or turned off the engine. Lost mode only affects keys on the lost Device. If you are the owner, you will no longer be able to share your car key or home key with others, but keys that have already been shared with others will not be impacted from their devices.

You can also erase your Device, which will attempt to suspend the ability to transact with the virtual Supported Cards or send person to person payments on the Device. You should also contact the issuer, merchant, or other responsible third party of your Supported Cards, or Apple in the case of your Apple Card or Apple Cash card, in order to prevent unauthorized access to your Supported Cards on Apple Pay and in Wallet.

If you report or Apple suspects fraudulent or abusive activity, you agree to cooperate with Apple in any investigation and to use any fraud prevention measures we prescribe.

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VOLUME CONTENT TERMS

These Volume Content Terms constitute a legal agreement between the entity entering into this agreement (“Your Institution”) and Apple (the “Agreement” or “Volume Content Terms”). Please read this Agreement carefully before using the services. By clicking “Agree” you are agreeing that you have read and understand this Agreement. If you do not have the legal authority to bind Your Institution or do not agree to these terms, do not click “Agree.”

Apple Inc. (“Apple”) is the provider of the Volume Content Service, which (a) for the App Store, permits approved business and educational institutions to purchase App Store Content in bulk solely for distribution to, and use by, persons employed by or affiliated with the institution, such as contractors, employees, agents, and, in the case of educational institutions, enrolled students authorized by you in accordance with the Apple Media Services Terms and Conditions, or (b) for Apple Books, permits either (i) approved educational institutions that are schools or school districts (excluding without limitation libraries) to purchase Apple Books Content in bulk, solely for distribution to, and use by, persons who are either employees, faculty or teacher's aides (regardless of whether they are directly employed by the institution) at the institution or registered as students at the institution, or (ii) approved institutions solely for distribution to, and use by, persons employed by or affiliated with the institution, such as contractors, employees and agents, in accordance with the Apple Media Services Terms and Conditions, as applicable. Such App Store Content and Apple Books Content purchased in bulk are collectively defined as “Volume Content”. The end users affiliated with Your Institution to which you distribute the Volume Content, including without limitation accounts created as Managed Apple IDs, are collectively defined as “Authorized End Users”. You agree that your use of the Volume Content Service and the Volume Content will be subject to this Agreement, 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 Volume Content Terms shall control.

VOLUME CONTENT SERVICE

You agree that you will only use an appropriately-privileged Managed Apple ID (e.g., administrator or content manager) for the purpose of purchasing, managing and distributing Volume Content from the Volume Content Service. You agree to provide accurate information in order to register Your Institution, such as company name, physical address, D-U-N-S number, corporate payment information or other information as requested.

TERRITORY SALES ONLY

The Volume Content Service is available to you only in the United States, its territories, and possessions (the “Territory”).

Content Codes may only be redeemed by your Authorized End Users in the Territory. App Store Volume Content Codes may only be distributed to your Authorized End Users in the Territory,

but App Store Volume Content may be assigned via Managed Distribution (as defined below) to your Authorized End Users in any country where such Volume Content is commercially available, subject to change at any time. Your use of the Volume Content Service for the purchase of app 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.

PAYMENTS, TAXES, AND REFUND POLICY

You agree that Your Institution will pay for all Volume Content purchased through your account, that you or any other purchaser on your account are authorized to make such purchases on behalf of the purchasing authority, and that Apple may charge your payment method for any 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.

Your total price will include the price of the Volume Content plus any applicable sales tax based on the bill-to address and the sales tax rate in effect at the time of purchase. We will charge tax only in states 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 App Store Products to Authorized End Users in territories other than the territory in which Your Institution is registered.

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.

All sales are final.

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.

If App Store Content or Apple Books 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 Volume Content via Managed Distribution. If technical problems prevent or unreasonably delay delivery of your Volume Content, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Apple.

VOLUME CONTENT BALANCE

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.

Unused balances for Volume Content purchased in the United States may be redeemed through the Service only in the United States.

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.

APPLE, AND ITS LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO YOUR BALANCE FOR VOLUME CONTENT, VOLUME CONTENT, VOLUME CONTENT CODES, OR THE VOLUME PURCHASE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE LIMITATIONS MAY NOT APPLY TO YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, AND YOU MAY ALSO HAVE ADDITIONAL RIGHTS.

AUDIT RIGHTS

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, 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 were not an eligible purchaser at the time you placed your order or that you have not observed all of the conditions applicable to your purchase, Apple may:

- Disable your Managed Apple ID;
- If you placed your order by credit card, to charge to your credit card the difference between the amount you paid for the delivered goods and the price that Apple charged the general public for the same goods via the Volume Content Service, in effect on the date that you placed your order; and
- If you paid by a means other than credit card, to (a) invoice you for the difference between the amount that you paid for the delivered goods and the price that Apple charged the general public for the same goods via the Volume Content Service, 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 a court of competent jurisdiction, with the prevailing party entitled to attorneys' fees.

Should Apple not offer the specific products that you purchased through 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 and the price that Apple charged the general public for the closest equivalent goods via the Volume Content Service, in effect on the date that you placed your order.

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

CONTENT AVAILABILITY

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

CONTENT DISTRIBUTION

The Volume Content Service may be provided to your Authorized End Users either (i) via direct transmission to the Apple account or Managed Apple ID of each Authorized End User ("User Assignment"), (ii) via distribution of alphanumeric codes generated by Apple ("Content Codes") which are redeemable in the App Store for specific application content, or in Apple Books for specific book content; or (iii) for apps only, by assignment directly to an iOS, watchOS, iPadOS, macOS or tvOS device ("Device Assignment"), 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 End Users relating to any App Store Volume Content. "Managed Distribution" means either User Assignment or Device Assignment.

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 persons who are either employees, faculty or teacher's aides (regardless of whether they are directly employed by the institution) at the institution or registered as students at your school or school district. 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.

MANAGED DISTRIBUTION

Upon completion of your purchase of Volume Content, you will be entitled to assign the specific Apple Books Content or App Store Content that you have purchased in the quantity selected, each of which may be assigned to an Apple or Managed Apple ID account owned or controlled by you or one of your Authorized End Users or, in the case of App Store Volume Content, to a

unique device owned or controlled by you or one of your Authorized End Users. This entitlement will not expire, subject to availability of the specific products. Using a mobile device management system ("MDM"), you will be able to invite your Authorized End Users to associate their Apple account or device and, upon the Authorized End User's acceptance, you may assign Apple Books Content and App Store Content to them or, in the case of App Store Content, to their devices. In order to receive a product, your Authorized End Users must have a valid Apple or Managed Apple ID account (subject to acceptance of the Terms), and compatible hardware, software and Internet access.

For Apple Books Content: You may not use the Apple Books 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.

For App Store Content: You will retain ownership of App Store Content regardless of whether it has been assigned to an Authorized End User's Apple Account, Managed Apple ID or a specific device ID. You may revoke the assignment and re-assign the App Store Content to another Authorized End 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 Content.

CONTENT CODES

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 Content purchased; or (ii) in Apple Books for specific Apple Books 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 End Users and shall not expire, subject to availability. You and/or your Authorized End Users may redeem the Content Code only in accordance with the Terms. Each Content Code for App Store Content must be redeemed to an Apple account owned and controlled by Your Institution or by one of your Authorized End Users. Each Content Code for Apple Books Content must be redeemed to an account owned or controlled by the Authorized End User. YOU UNDERSTAND AND AGREE THAT THE OWNER OF THE REDEEMING APPLE ACCOUNT WILL BECOME (i) FOR APP STORE CONTENT, THE LICENSEE OF THAT COPY OF THE CONTENT; AND (ii) FOR APPLE BOOKS CONTENT, THE OWNER OF THAT COPY OF THE CONTENT, AND SHALL BE ENTITLED TO ALL ASSOCIATED RIGHTS. SUCH LICENSES OR CONTENT ARE NON-TRANSFERABLE.

You may distribute the Content Codes only to your Authorized End Users and you agree to make the following Authorized End 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):

For apps and/or books:

"Code is redeemable only in the App Store and/or Apple Books, as applicable, for the Territory. Requires an Apple account, subject to prior acceptance of license and usage terms. Compatible software and hardware, and internet access (fees may apply) required. Not for resale. Full terms apply: <http://www.apple.com/legal/internet-services/itunes>."

VOLUME CONTENT RESTRICTIONS

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 End 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. You may not export Apple Books or App Store 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 end-users outside of the Territory solely to the extent permitted by these Volume Content Terms. 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. By using the Volume Content Service, you agree that you are acquiring Volume Content for use by you and your Authorized End Users on your behalf.

ELECTRONIC CONTRACTING

Your use of the Volume Content Service includes the ability to enter into agreements and/or to make transactions electronically. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR INSTITUTION, AND TO LEGALLY BIND SUCH ENTITY TO THE TERMS AND OBLIGATIONS OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

To the extent permitted by applicable law, you agree to indemnify and hold harmless Apple, and upon Apple's request, defend Apple, its directors, officers, employees, independent contractors and agents (each an "Apple Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs, including without limitation attorneys' fees and court costs, (collectively, "Losses") incurred by an Apple Indemnified Party and arising from or related to any of the following: (i) Your breach of any certification, covenant, obligation, representation or warranty made in this Agreement; (ii) Your use of the Volume Content

TÉRMINOS DE CONTENIDO VOLUMÉTRICO

Las presentes Condiciones de Contenidos Volumétrico constituyen un acuerdo legal entre la entidad que suscribe el presente contrato ("Su Institución") y Apple (el "Contrato" o las "Condiciones de Contenidos Volumétricos"). Lea atentamente el presente Contrato antes de utilizar los servicios. Al hacer clic en "Aceptar", acepta haber leído y comprendido el presente Contrato. Si no tiene autoridad legal para vincular a su institución o no está de acuerdo con estos términos, no haga clic en "Aceptar".

Apple Inc. ("Apple") es el proveedor del Servicio de contenidos volumétricos, que (a) en el caso del App Store, permite a las empresas e instituciones educativas autorizadas comprar Contenidos del App Store al por mayor únicamente para su distribución y uso por parte de personas empleadas por la institución o afiliadas a ella, como contratistas, empleados, agentes y, en el caso de las instituciones educativas, estudiantes matriculados autorizados por usted de conformidad con los Términos y condiciones de los Servicios multimedia de Apple o (b) en el caso de Apple Books, permite a (i) instituciones educativas autorizadas que sean escuelas o distritos escolares (excluyendo, sin limitación, las bibliotecas) comprar Contenido de Apple Books al por mayor, únicamente para su distribución y uso por parte de personas que sean empleados, profesores o ayudantes de profesores (independientemente de si están directamente contratados por la institución) en la institución o inscritos como estudiantes en la institución, o (ii) instituciones autorizadas únicamente para su distribución y uso por parte de personas empleadas o afiliadas a la institución, tales como contratistas, empleados y agentes, de conformidad con los Términos y Condiciones de los Servicios Multimedia de Apple, según corresponda. Dicho Contenido de App Store y el Contenido de Apple Books adquirido al por mayor se definen colectivamente como "Contenido Volumétrico". Los usuarios finales afiliados a Su Institución a los que distribuya el Contenido Volumétrico, incluidas, entre otras, las cuentas creadas como ID Gestionadas de Apple, se definen colectivamente como "Usuarios Finales Autorizados". Usted acepta que el uso que haga del Servicio de contenidos Volumétricos y de los Contenidos Volumétricos estará sujeto al presente Contrato, así como a los Términos y condiciones de los Servicios Multimedia de Apple (<http://www.apple.com/legal/internet-services/itunes/>), que se incorporan al presente por referencia (colectivamente, los "Términos"). En caso de conflicto o incoherencia, prevalecerán las Condiciones de Contenido Volumétrico.

SERVICIOS DE CONTENIDO VOLUMÉTRICO

Usted acepta que sólo utilizará un ID Gestionado de Apple con los privilegios adecuados (por ejemplo, administrador o gestor de contenidos) con el fin de comprar, gestionar y distribuir Contenidos Volumétricos desde el Servicio de Contenidos Volumétricos. Usted se compromete a proporcionar información precisa para registrar su institución, como el nombre de la empresa, la dirección física, el número D-U-N-S, la información de pago de la empresa u otra información que se solicite.

SÓLO VENTAS TERRITORIALES

El Servicio de Contenidos Volumétricos sólo está disponible en Estados Unidos, sus territorios y posesiones (el "Territorio").

Los Códigos de contenido sólo pueden ser canjeados por sus Usuarios Finales autorizados en el Territorio. Los Códigos de Contenido Volumétricos de App Store sólo podrán distribuirse a sus Usuarios Finales Autorizados en el Territorio, pero el Contenido Volumétrico de la App Store podrá asignarse a través de la Distribución Gestionada (tal y como se define a continuación) a sus Usuarios Finales Autorizados en cualquier país en el que dicho Contenido Volumétrico esté disponible comercialmente, sujeto a cambios en cualquier momento. Su uso del Servicio de Contenidos Volumétricos para la compra de contenidos de aplicaciones es únicamente con la App Store en el Territorio y cualquier descarga o cesión posterior no creará un acuerdo o transacción de venta independiente entre usted y cualquier otra entidad de Apple. Usted acepta que no utilizará el Servicio de Contenidos Volumétricos para eludir las leyes de ningún país ni las restricciones establecidas por los proveedores de los Contenidos Volumétricos.

PAGOS, IMPUESTOS Y POLÍTICA DE REEMBOLSOS

Usted acepta que Su Institución pagará todos los Contenidos Volumétricos adquiridos a través de su cuenta, que usted o cualquier otro comprador de su cuenta están autorizados a realizar dichas compras en nombre de la autoridad de compra y que Apple puede cargar en su método de pago cualquier Contenido adquirido y cualquier importe adicional (incluidos impuestos y recargos por demora, según corresponda) que pueda devengarse por su cuenta o en relación con ello. Usted es responsable del pago puntual de todas las tasas y de proporcionar a Apple un método de pago válido para abonarlas. Todas las tasas se facturarán al método de pago que designe durante el proceso de inscripción.

Su precio total incluirá el precio del Contenido Volumétrico más cualquier impuesto aplicable sobre las ventas basado en la dirección de facturación y el tipo impositivo vigente sobre las ventas al momento de la compra. Sólo cobraremos impuestos en los estados en los que los productos digitales estén sujetos a impuestos. Usted entiende y acepta que será responsable de determinar y pagar cualquier impuesto o gravamen resultante de Su asignación de Productos en la App Store a Usuarios Finales Autorizados en territorios distintos del territorio en el que esté registrada Su Institución.

Si su pedido se realiza en nombre de una organización exenta de impuestos o de un particular, póngase en contacto con el servicio de Atención al Cliente en <https://support.apple.com/business-education-programs>. Está preparado para proporcionar una prueba de exención de impuestos.

Todas las ventas son definitivas.

Los precios de los Contenidos Volumétricos ofrecidos a través del Servicio de Contenidos Volumétricos pueden cambiar en cualquier momento y el Servicio de Contenidos Volumétricos no ofrece protección de precios ni reembolsos en caso de baja de precios u oferta promocional.

Si el Contenido de la App Store o el Contenido de Apple Books deja de estar disponible tras una transacción, pero antes de la descarga inicial, su único recurso será el reembolso. En caso de que se conceda dicho reembolso, Apple se reserva el derecho a desactivar los Códigos de Contenido no utilizados (tal y como se definen a continuación) y también la capacidad de asignar Contenido Volumétrico a través de la Distribución Gestionada. Si los problemas técnicos impiden o retrasan injustificadamente la entrega de su Contenido Volumétrico, su única y exclusiva solución será la sustitución o el reembolso del precio pagado, según determine Apple.

SALDO DE CONTENIDO VOLUMÉTRICO

Los saldos no utilizados del Contenido Volumétrico no son canjeables por dinero en efectivo y no pueden devolverse para obtener un reembolso en efectivo (excepto si así lo exige la ley), revenderse, utilizarse para comprar las Apple Gift Cards, ni utilizarse en las tiendas de Apple Store.

Los saldos no utilizados del Contenido Volumétrico adquirido en Estados Unidos podrán canjearse a través del Servicio únicamente en Estados Unidos.

Apple no se hace responsable de la pérdida o el robo de saldos de Contenido Volumétrico. Apple se reserva el derecho a cerrar cuentas y solicitar formas de pago alternativas si una compra de Contenidos Volumétricos se obtiene o utiliza de forma fraudulenta en el Servicio de Contenidos Volumétricos.

APPLE Y SUS LICENCIATARIOS, AFILIADOS Y LICENCIANTES NO OFRECEN NINGUNA GARANTÍA, EXPRESA O IMPLÍCITA, CON RESPECTO A SU SALDO PARA EL CONTENIDO VOLUMÉTRICO, EL CONTENIDO VOLUMÉTRICO, LOS CÓDIGOS DE CONTENIDO VOLUMÉTRICO O EL PROGRAMA DE COMPRA POR VOLUMEN, INCLUYENDO, SIN LIMITACIÓN, CUALQUIER GARANTÍA EXPRESA O IMPLÍCITA DE COMERCIALIZACIÓN O IDONEIDAD PARA UN FIN DETERMINADO. ESTAS LIMITACIONES PUEDEN NO SER APLICABLES EN SU CASO. ALGUNAS LEYES ESTATALES NO PERMITEN LA LIMITACIÓN DE LAS GARANTÍAS IMPLÍCITAS NI LA EXCLUSIÓN O LIMITACIÓN DE DETERMINADOS DAÑOS Y USTED PUEDE TENER OTROS DERECHOS.

DERECHOS DE AUDITORÍA

Dado que Apple puede auditar las compras de los clientes a través del Servicio de Contenidos Volumétricos para garantizar que sólo se han solicitado las compras que cumplen los requisitos y que se han respetado todas las condiciones de compra y normas de uso, usted se compromete a mantener registros completos y precisos de todos los usos de los Contenidos Volumétricos que haya adquirido. Si una auditoría revelara después de la entrega (o si Apple

descubriera de otro modo) que usted no era un comprador que cumplía con los requisitos en el momento en que realizó su pedido o que no ha respetado todas las condiciones aplicables a su compra, Apple podrá:

- Desactivar su ID Gestionada de Apple.
- Si realizó su pedido mediante tarjeta de crédito, cargar en su tarjeta de crédito la diferencia entre el importe que pagó por los bienes entregados y el precio que Apple cobró al público en general por los mismos bienes a través del Servicio de Contenidos Volumétricos, vigente en la fecha en que realizó su pedido; y
- Si usted pagó por un medio distinto a la tarjeta de crédito, a (a) facturarle la diferencia entre el importe que usted pagó por los bienes entregados y el precio que Apple cobró al público en general por los mismos bienes a través del Servicio de Contenidos Volumétricos, a pagar en quince días a partir de la fecha de la factura y (b) en caso de que usted no pague la factura a su vencimiento, se emprenderán acciones legales contra usted ante un tribunal de jurisdicción competente, teniendo la parte vencedora derecho a los honorarios de los abogados.

En caso de que Apple no ofrezca los productos específicos que usted adquirió a través del Servicio de Contenidos Volumétricos, se cargará a su método de pago o se le facturará la diferencia entre el importe que usted pagó por los productos entregados y el precio que Apple cobraba al público en general por los productos equivalentes más cercanos a través del Servicio de Contenidos Volumétricos, en vigor en la fecha en que usted realizó su pedido.

Apple tendrá derecho a solicitar información complementaria y a auditar los registros pertinentes para confirmar su cumplimiento de las Condiciones.

DISPONIBILIDAD DE CONTENIDOS

Apple se reserva el derecho a modificar las opciones de contenido (incluida la elegibilidad para determinadas funciones) sin previo aviso.

DISTRIBUCIÓN DE CONTENIDOS

El Servicio de Contenidos Volumétricos podrá prestarse a sus Usuarios Finales Autorizados (i) mediante transmisión directa a la cuenta de Apple o al ID Gestionada de Apple de cada Usuario Final Autorizado ("Asignación de Usuario"), (ii) mediante distribución de códigos alfanuméricos generados por Apple ("Códigos de Contenido") canjeables en el App Store por contenidos específicos de aplicaciones, o en Apple Books por contenidos específicos de libros; o (iii) sólo para aplicaciones, mediante asignación directa a un dispositivo iOS, watchOS, iPadOS, macOS o tvOS ("Asignación de Dispositivos"), en cuyo caso (a) deberán realizarse compras separadas para cada dispositivo único (por ejemplo, una única licencia no podrá ser compartida simultáneamente por varios dispositivos); y (b) usted será considerado el "Usuario Final" a los

efectos de cualquier Contrato de Licencia de Usuario Final, Condiciones de Uso u otros acuerdos suscritos por sus Usuarios Finales Autorizados en relación con cualquier Contenido Volumétrico de App Store. "Distribución Gestionada" significa Asignación de Usuarios o Asignación de Dispositivos.

Únicamente como adaptación para usted, Apple acepta permitirle (1) utilizar un único Código de Contenido para sincronizar Contenido de App Store en varios dispositivos, hasta el número de códigos que haya adquirido (en lugar de tener que canjear un código por separado), siempre que se comprometa a no sincronizar más copias que el número de códigos que haya adquirido; y (2) comprar varias copias del mismo Contenido de Apple Books y distribuirlas para que sean canjeadas por personas que sean empleados, profesores o ayudantes de profesores (independientemente de si están directamente contratados por la institución) en la institución o estén registrados como estudiantes en su escuela o distrito escolar. Es posible que estas adaptaciones sólo estén disponibles por tiempo limitado y Apple no garantiza su disponibilidad en el futuro.

GESTIÓN DE LA DISTRIBUCIÓN

Una vez completada su compra de Contenido Volumétrico, usted tendrá derecho a asignar el Contenido de Apple Books o el Contenido de la App Store específico que haya comprado en la cantidad seleccionada, cada uno de los cuales podrá asignarse a una cuenta de ID de Apple o de ID Gestionada de Apple de su propiedad o bajo su control o de uno de sus Usuarios Finales Autorizados o, en el caso del Contenido Volumétrico de la App Store, a un único dispositivo de su propiedad o bajo su control o de uno de sus Usuarios Finales Autorizados. Este derecho no caducará, sujeto a la disponibilidad de los productos específicos. Utilizando un sistema de gestión de dispositivos móviles ("MDM"), usted podrá invitar a sus Usuarios Finales Autorizados a asociar su cuenta o dispositivo Apple y, tras la aceptación del Usuario Final Autorizado, podrá asignarles Contenido de Apple Books y Contenido de la App Store o, en el caso del Contenido de App Store, a sus dispositivos. Para recibir un producto, sus Usuarios Finales Autorizados deben disponer de una cuenta válida de ID de Apple o de ID Gestionada de Apple (sujeta a la aceptación de las Condiciones), así como de hardware, software y acceso a Internet compatibles.

Para el Contenido de Apple Books: no podrá utilizar el Contenido de Apple Books en un escenario de préstamo tipo biblioteca. USTED ENTIENDE Y ACEPTA QUE EL PROPIETARIO DE LA CUENTA DE APPLE A LA QUE SE ASIGNE UN PRODUCTO DE APPLE BOOKS SE CONVERTIRÁ EN EL PROPIETARIO DE DICHO PRODUCTO Y TENDRÁ DERECHO A TODOS LOS DERECHOS ASOCIADOS, CON SUJECCIÓN A LAS CONDICIONES. DICHS PRODUCTOS SON INTRANSFERIBLES.

Para el Contenido de la App Store: usted conservará la propiedad del Contenido de la App Store, independientemente de si ha sido asignado a la Cuenta de Apple de un Usuario Final Autorizado, al ID Gestionado de Apple o al ID de un dispositivo específico. Usted podrá revocar la asignación y volver a asignar el Contenido de la App Store a otro Usuario Final Autorizado o ID de dispositivo sujeto a ciertas limitaciones del servicio. Una vez que haya revocado una

asignación de un usuario o dispositivo concreto, dicho usuario o dispositivo ya no estará autorizado a utilizar el Contenido de la App Store.

CÓDIGOS DE CONTENIDO

Para las compras, Apple podrá proporcionarle Códigos de Contenido en la cantidad que especifique al realizar la compra, cada uno de los cuales podrá canjearse (i) en la App Store por App Store Content adquirido; o (ii) en Apple Books por Contenido específico de Apple Books Content adquirido. Los Códigos de Contenido se le proporcionarán de su compra electrónica por correo electrónico tras la ejecución y dichos Códigos de Contenido se activarán inmediatamente para su canje por parte de sus Usuarios Finales Autorizados y no caducarán, sujeto a disponibilidad. Usted y/o sus Usuarios Finales Autorizados sólo podrán canjear el Código de Contenido de conformidad con las Condiciones. Cada Código de Contenido para la App Store Content debe canjearse en una cuenta de Apple propiedad de Su Institución y controlada por ésta o por uno de sus Usuarios Finales Autorizados. Cada Código de Contenido para el Contenido de Apple Books debe canjearse en una cuenta que sea propiedad o esté controlada por el Usuario Final Autorizado. USTED ENTIENDE Y ACEPTA QUE EL PROPIETARIO DE LA CUENTA DE APPLE CANJEANTE SE CONVERTIRÁ (i) PARA EL CONTENIDO DE LA APP STORE, EN EL LICENCIATARIO DE DICHA COPIA DEL CONTENIDO; Y (ii) PARA EL CONTENIDO DE APPLE BOOKS, EN EL PROPIETARIO DE DICHA COPIA DEL CONTENIDO Y SERÁ TITULAR DE TODOS LOS DERECHOS ASOCIADOS. DICHAS LICENCIAS O CONTENIDOS SON INTRANSFERIBLES.

Usted podrá distribuir los Códigos de Contenidos únicamente a sus Usuarios Finales Autorizados y se compromete a poner a su disposición los siguientes Términos y Condiciones para Usuarios Finales Autorizados, según corresponda al tipo de contenido adquirido, en el instrumento utilizado para distribuir los Códigos de Contenido (por ejemplo, certificado, tarjeta, correo electrónico):

Para aplicaciones o libros:

"Código canjeable únicamente en App Store y/o Apple Books, según corresponda, para el Territorio. Requiere una cuenta de Apple, sujeta a la aceptación previa de los términos de licencia y uso. Se requiere software y hardware compatibles y acceso a Internet (pueden aplicarse pagos). No es para reventa. Se aplican las condiciones completas: <http://www.apple.com/legal/internet-services/itunes.>"

RESTRICCIONES DE CONTENIDO VOLUMÉTRICO

No podrá revender ni aceptar ningún tipo de compensación a cambio de la distribución de Contenidos Volumétricos ni podrá distribuir o autorizar la distribución de dichos contenidos a nadie que no sean sus Usuarios Finales Autorizados. Usted será el único responsable del uso que haga de los Contenidos Volumétricos, así como de cualquier pérdida o responsabilidad que de ello se derive para el proveedor de contenidos o para Apple. Usted no podrá exportar Libros de Apple Books o Contenido Volumétricos de la App Store para su uso fuera del Territorio, ni

declarar que tiene el derecho o la capacidad de hacerlo; no obstante, podrá ceder Contenido Volumétrico de la App Store a usuarios finales fuera del Territorio únicamente en la medida permitida por las presentes Condiciones de Contenido Volumétrico. El riesgo de pérdida y la transferencia de la titularidad de los Contenidos Volumétricos pasan a usted en el momento de su transmisión electrónica. Apple se reserva el derecho a cerrar todas y cada una de las cuentas de Apple aplicables y a solicitar formas de pago alternativas si Apple determina que el Contenido Volumétrico se ha obtenido o utilizado de forma fraudulenta. Al utilizar el Servicio de Contenidos Volumétrico, usted acepta que está adquiriendo Contenidos Volumétricos para su uso y el de sus Usuarios Finales Autorizados en su nombre.

CONTRATACIÓN ELECTRÓNICA

Su uso del Servicio de Contenidos Volumétricos incluye la posibilidad de celebrar acuerdos y/o realizar transacciones electrónicamente. USTED DECLARA Y GARANTIZA QUE TIENE EL DERECHO Y LA AUTORIDAD PARA SUSCRIBIR ESTE ACUERDO EN NOMBRE DE SU INSTITUCIÓN Y PARA VINCULAR LEGALMENTE A DICHA ENTIDAD A LOS TÉRMINOS Y OBLIGACIONES DE ESTE CONTRATO. USTED RECONOCE QUE SUS ENVÍOS ELECTRÓNICOS CONSTITUYEN SU ACUERDO E INTENCIÓN DE OBLIGARSE Y PAGAR POR DICHOS ACUERDOS Y TRANSACCIONES. SU ACUERDO E INTENCIÓN DE QUEDAR VINCULADO POR LOS ENVÍOS ELECTRÓNICOS SE APLICA A TODOS LOS REGISTROS RELACIONADOS CON TODAS LAS TRANSACCIONES QUE REALICE EN ESTE SITIO, INCLUIDOS LOS AVISOS DE CANCELACIÓN, LAS POLÍTICAS, LOS CONTRATOS Y LAS SOLICITUDES. Para acceder a sus registros electrónicos y conservarlos, es posible que deba disponer de determinados equipos y programas informáticos, que son responsabilidad exclusiva suya.

En la medida en que lo permita la legislación aplicable, usted acepta indemnizar y eximir de responsabilidad a Apple y, a petición de Apple, defender a Apple, sus consejeros, directivos, empleados, contratistas independientes y agentes (cada uno de ellos, una "Parte indemnizada Apple") frente a cualquier reclamo, pérdida, responsabilidades, daños, gastos y costes, incluidos, a título meramente enunciativo y no limitativo, los honorarios de abogados y los costes judiciales (conjuntamente, las "Pérdidas") en que incurra una Parte Indemnizada de Apple y que se deriven o estén relacionados con cualquiera de los siguientes aspectos (i) Su incumplimiento de cualquier certificación, pacto, obligación, declaración o garantía realizada en el presente Contrato; (ii) Su uso del Servicio de Contenidos Volumétricos. En ningún caso podrá usted llegar a ningún acuerdo o convenio similar con un tercero que afecte a los derechos de Apple o vincule a Apple de algún modo, sin el consentimiento previo por escrito de Apple.

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Service. In no event may you enter into any settlement or like agreement with a third party that affects Apple's rights or binds Apple in any way, without the prior written consent of Apple.

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