

歡迎使用 Apple School Manager

貴機構與 Apple 之間的本 Apple School Manager 協議 (下稱「協議」) 適用於貴機構使用組成 Apple School Manager 的軟件、服務和網站 (統稱為「服務」) 的相關事宜。閣下謹確認已獲得充分法律授權，足以代表貴機構接受本協議條款。若選擇「同意」，即代表閣下已細閱並了解本協議條款，並同意若閣下選擇存取、使用或向他人提供本服務，本協議條款均將適用。若閣下沒有代表貴機構之法律授權，或不同意本協議條款，請勿按下「同意」。

1. 一般條款

A. 服務。Apple 以本服務之供應商身分，同意閣下依照本協議條款及細則：(i) 為貴機構內的流動裝置管理 (MDM) 註冊授權裝置；(ii) 存取相關軟件工具，以便使用本服務；(iii) 管理閣下對「管理式 Apple 帳戶」的建立和分發，以及閣下終端使用者對「管理式 Apple 帳戶」的使用；(iv) 管理相關資料及本服務相關內容的傳輸、儲存、購買及維護；(v) 管理閣下使用本服務對課程的建立和管理；(vi) 為終端使用者啟用本服務的特定特性或功能，與「管理式 Apple 帳戶」一併使用，包括但不限於透過 Apple School Manager、本協議第 3 節所述涉及第三方產品與服務的功能，以及本協議第 4(D) 節所述的功能與服務，評估學生在已啟用 ClassKit 之應用程式所指派活動中的進度。閣下同意依照本協議、文件及所有適用法例和規定使用本服務。

B. 裝置及使用者註冊。本服務之裝置註冊功能，僅限於授權裝置註冊。若閣下選擇按照本協議使用本服務並註冊授權裝置，Apple 將向閣下提供入口網站和管理員帳戶，讓閣下為終端使用者建立和管理「管理式 Apple 帳戶」，並提供本服務的功能。一旦閣下為終端使用者設定「管理式 Apple 帳戶」後，該等帳戶將可透過機構自有之共享或獨立裝置予以存取，以及透過終端使用者用於存取「管理式 Apple 帳戶」之裝置而存取。閣下將負責判斷並選擇提供予終端使用者之服務功能。

C. 裝置轉移。閣下不得轉售任何啟用了裝置註冊設定的授權裝置，並同意在轉售或以任何方式轉讓給第三方之前，將該等裝置從本服務中移除。

2. 使用權

A. 除本協議另行載明，閣下於協議期內擁有非專屬、不可轉讓、不可轉移之有限權利，依照本協議條款存取並使用本服務僅作教育用途。閣下可允許終端使用者基於前述目的使用本服務，並將負責確保終端使用者遵守本協議條款。

B. 除依照本協議所載之服務範圍及/或期間，閣下一概未取得任何其他使用本服務與服務功能之權利或授權。本協議終止或到期後，由閣下存取並使用本服務之權利將即終止。

C. 除本協議另行載明，閣下同意 Apple 一概無義務於本服務中提供任何 Apple 軟件、程式、功能、服務或產品。

3. 資料私隱及安全

A. 客戶指示與個人資料之使用。按照本協議，Apple 代表閣下以資料處理方身分接收閣下、閣下的代表和終端使用者所提供之個人資料 (如有)。簽訂本協議，即表示閣下指示 Apple 根據適用法律處理此等個人資料：(i) 提供並支援閣下或適用的終端使用者使用所啟用的任何 Apple 特性、功能及服務；(ii) 根據閣下或適用的終端使用者透過使用本服務 (包括入口網站及本服務的其 他特性和功能) 所作出的指示；(iii) 根據本協議 (包括附錄 A 中針對學生終端使用者的規定)；(iv) 根據閣下提供而 Apple 認可構成本協議之指示的任何其他書面指示中的進一步說明。

閣下明白 Apple 會在適用情況下根據終端使用者的類型、所用服務及提供的資料，處理與「管理式 Apple 帳戶」相關的個人資料，例如姓名、機構、註冊課程、角色、聯絡資訊 (如電郵地址和電話號碼)、年級、聘用資料、使用者識別碼及裝置識別碼。Apple 亦會處理與「管理式 Apple 帳戶」可用之功能及服務相關的個人資料，包括但不限於上文第 1(A) 節、下文第 4(D) 節、Apple 服務、及附錄 A 所述為學生終端使用者提供的服務。此外，Apple 可以處理個人資料，以助提供軟件更新、產品支援及與服務相關的其他功能；用於安全和帳戶管理用途；以及核實是否遵守本協議的條款。學生終端使用者的個人資料之處理方式詳見附錄 A。

Apple 應只根據本協議，按照閣下的指示處理個人資料，包括第 3(A) 節及適用於學生終端使用者的附錄 A，除非 (i) 適用法律明文禁止，或 (ii) 適用法律要求如此處理。如遇上這些情況，Apple 將於處理個人資料前通知閣下有關法律要求 (除非有關法律基於重大的公眾利益禁止通知)。Apple 不得以構成「銷售」或「分享」(這些詞彙已定義於《加州消費者私隱法》(CCPA)，或其他資料保護法律中的任何其他類似概念) 個人資料的方式披露任何個人資料或參與本協議相關的任何處理活動。如果 Apple 認為閣下的任何指示違反了 GDPR 或其他聯盟或成員國的資料保護條款，Apple 應在要求的範圍內立即通知閣下。如果 Apple 無法再履行《加州消費者私隱法》(CCPA) 或其他適用資料保護法律與規定所賦予的義務，也必須通知閣下。

此外，Apple 及其附屬公司和代理人可能會以不會識別終端使用者身分的方式，收集、建立及處理彙總的統計診斷、技術、使用及相關資訊，以提供及改善服務。

B. 符合法律。對於透過本服務使用或收集的數據和資料，閣下同意閣下須自行負責確認自己是否符合所有適用的法律，包括但不限於私隱及資料保護法律。閣下須為所有個人資料相關活動負責，包括但不限於監察此等個人資料與活動，以及防範和處理不當的資料及活動，包括移除資料和終止讓提供資料之最終使用者存取此等資料。閣下有責任保護並限制所有人員及閣下的任何服務供應商 (包括閣下的第三方服務供應商) 對終端使用者資料的存取權，以及所有閣下獲准使用本服務之人員的行為。

C. 資料事故。Apple 將 (i) 於知悉本服務因安全漏洞而導致機構之個人資料出現意外或非法破壞、遺失、篡改、未經授權之披露或存取 (下稱「資料事故」) 時，儘快根據法律規定通知機構；以及 (ii) 採取合理措施，盡量降低損害並保護機構的個人資料。閣下應向 Apple 提供貴機構之最新聯絡資訊，以便 Apple 發出通知。以與 Apple 因本服務而存取之個人資料相關者為限，Apple 亦將協助貴機構履行通知監管機構或資料當事人資料事故的義務，以遵守 GDPR 第 33 條和第 34 條 (如適用) 的要求或任何適用法律的相關義務。

Apple 將不會存取閣下個人資料的內容，以識別出受任何特定法律要求約束的資料。貴機構有責任遵守適用於機構的事故通知法律，並履行與資料事故相關的任何第三方義務。

Apple 對本協議第 3(C) 節所述的資料事故作出的通知或回應，並不構成 Apple 確認對資料事故承擔任何責任或義務。

D. 審計/檢查權利。對於閣下或最終使用者個人資料的處理，Apple 將於 GDPR 適用範圍內向閣下提供所需資料，以證明符合有關法律第 28 章的規定。如果閣下根據其他適用法律擁有審計權，Apple 將向閣下提供所需資料，以證明符合閣下在有關法律下的義務。如果閣下根據第 3(D) 節選擇行使審計權，Apple 將會向閣下提供 Apple Inc. 的 ISO 27001 和 ISO 27018 認證副本以證明合規。

E. 安全程序。Apple 將使用符合業界標準的措施，以在處理過程中保護個人資料。加密的個人資料可以由 Apple 根據地理位置自行儲存於 Apple ISO 認證中包含的地點，通常為距離終端使用者最近的地點。資料解密所需的密鑰存放於美國。作為此措施的一部分，Apple 亦將採取商業上合理的措施：(a) 為儲存及傳輸中的個人資料加密；(b) 確保處理系統和服務的持續保密性、完整性、可用性和復原性；(c) 在出現物理或技術問題時，適時回復個人資料的可用性；及 (d) 定期測試、評核和評估技術及組織措施的有效性，以確保安全處理個人資料。只要更新不會導致服務整體安全性下降，Apple 可能會不時更新安全功能。

F. 保安控制。Apple 將透過實施本協議第 3(E) 節所述的保安程序，以及按照 ISO 27001 和 ISO 27018 認證的要求，協助確保閣下履行有關個人資料安全的義務，包括貴機構在 GDPR 第 32 條下的義務或在適用法律下的等同義務。若閣下或貴機構根據本 3(F) 節提出要求，Apple 將提供與 ISO 27001 和 ISO 27018 認證相關的證書，供貴機構查閱。

G. 保安合規。Apple 將採取適當措施確保其 Apple 人員及 Apple 服務供應商遵守保安程序，而且 Apple 應確保獲授權處理個人資料的任何人員遵守與服務相關的個人資料之保密和保安的適用法律。

H. 資料影響評核和事前諮詢。以 Apple 因本服務而有權存取的個人資料為限，Apple 將應適用法律的要求合理協助貴機構履行任何適用義務，包括要求機構進行資料保護影響評核，或按法律要求在處理前先諮詢監管機構。

I. 違規通知與合作。如果閣下知悉或有理由相信任何人或實體違反貴機構安全措施或未經授權存取以下資料，應立即通知 Apple：(1) 閣下的個人資料；(2) 本服務的任何受限制範圍；或 (3) Apple 的機密資訊 (下文統稱「資料保安違規」)。如果發生資料安全違規事件，閣下應向 Apple 提供合理的幫助和支援，以盡量降低損害並保護資料。

J. 資料傳輸。如法例有所規定，Apple 將確保所有國際資料傳輸的目的地國家或地區符合下列條件，包括能確保適當的保護水平、在適用法例下 (例如 GDPR 第 46 及第 47 條規定的標準資料保護條款) 提供適當的保護措施，或受 GDPR 第 49 條的廢除條款約束。此類保護措施可能包括 Apple 執行的標準協議條款，或閣下同意簽訂的其他資料傳輸協議 (若閣下所在的司法管轄區要求，而由 Apple 執行，內容請見 <https://www.apple.com/legal/enterprise/datatransfer/>)。Apple 於國際間傳輸在亞太經濟合作組織 (APEC) 參與國家或地區所收集的個人資料時，須嚴格根據 APEC 跨境私隱規則 (CBPR) 體系 (<http://cbprs.org/>) 及資料處理者私隱認可 (PRP) 體系 (<http://cbprs.org/>) 傳輸個人資料。如對 APEC CBPR 或 PRP 認證有疑問或未能解決的疑慮，請聯絡我們的第三方爭議排解機構 (<https://feedback-form.truste.com/watchdog/request>)。

K. 資料銷毀。若本協議因故終止，Apple 將於合理時間內 (不得超過 180 日) 以安全方法銷毀 Apple 因本服務而儲存閣下及終端使用者的個人資料。

L. 關於個人資料之要求。

i. **機構要求：**Apple 會根據閣下在私隱及資料保護法律下的義務 (如適用)，向閣下提供存取、更正、擷取或刪除閣下和終端使用者的個人資料之權利。若閣下就閣下或終端使用者與本服務相關的內容或個人資料向 Apple 提出要求，Apple 將於合理範圍內 (i) 允許閣下直接管理此等要求，例如透過入口網站的可用工具，或 (ii) 與閣下合作處理此等要求，唯此等要求應以 Apple 有權存取的個人資料為限。對於閣下在 Apple 系統以外儲存或傳輸的資料 (包括內容或個人資料，例如學生資訊系統中的學生記錄)，Apple 概不負責。通過 Apple School Manager 處理的刪除要求將在 30 天內完成。如果閣下位於歐盟境內，將受 (EU) 2023/2854 號規定的相關附加條款約束，詳見：

<https://support.apple.com/guide/deployment/depe03a2705f>。

ii. **終端使用者要求：**若終端使用者向 Apple 索取本服務相關個人資料的副本，Apple 將於合理範圍內 (i) 允許閣下直接管理此等要求，例如透過入口網站的可用工具，或 (ii) 與閣下合

作處理此等要求，唯此等要求應以 Apple 有權存取的個人資料為限。若閣下選擇允許 Apple 透過入口網站於 privacy.apple.com 私隱權入口網站提供終端使用者個人資料的副本，則表示閣下謹此指示 Apple 應終端使用者的要求處理並履行此等要求，代閣下存取其在 privacy.apple.com 上的可用資料。

iii. **第三方要求：**若 Apple 收到第三方 (例如執法部門或監管機構) 索取閣下或終端使用者的內容或個人資料之要求 (下稱「第三方要求」)，Apple 將 (i) 在法律允許的範圍內通知閣下收到有關第三方要求；及 (ii) 通知第三方應向閣下提出此等要求。除非法例或第三方另有要求，否則應由閣下負責回應有關要求。若資料保護監管機構或類似機關就個人資料對閣下作出調查，Apple 將協助和支援閣下回應此等調查，但應以 Apple 在本服務下有權存取的個人資料為限。

M. FERPA 學校人員資格 (美國法典第 20 章第 1232g 條)。若閣下屬於受美國《家庭教育權利與私隱法案》(FERPA) 規管的教育機構或組織，或代表此等教育機構或組織行事，則各方同意就本協議而言，Apple 將 (a) 成為 34 C.F.R. § 99.31(a)(1)(i) 所定義具合法教育權益的「學校人員」；(b) 就適用的終端使用者個人資料，在機構直接控制的情況下，執行機構可聘請僱員執行的機構服務或功能；(c) 僅將適用的終端使用者個人資料用於機構授權之目的，包括本協議訂定之目的；及 (d) 不得轉為向第三方或附屬公司披露適用的終端使用者個人資料，除非獲本協議授權、機構許可、依法院裁定或者適用法例或規定允許。

N. COPPA。Apple 將依照 1998 年兒童網上私隱保護法 (COPPA)，使用並留存閣下與終端使用者因本服務而提供予 Apple 之個人資料 (如適用)。第 3 節及附錄 A 構成 Apple 收集、使用或披露學生終端使用者 (包括 13 歲以下兒童) 個人資料的方式之聲明。閣下授權 Apple 根據附錄 A 收集、使用及披露此等個人資料，以提供並改善本服務。

O. 存取第三方產品及服務。若閣下選擇存取、使用、下載、安裝或啟用與本服務共同運作，但不屬於本服務範圍之第三方產品或服務，本服務可於使用此類附加服務之必要範圍內，允許該等產品或服務存取個人資料。當中某些第三方產品或服務也可能向 Apple 提供對個人資料的存取權限，例如，如果閣下允許閣下的終端使用者透過聯合身分供應商登入服務。閣下並無義務使用此類服務相關附加產品或服務，貴機構管理員可依照本合約限制使用該等附加產品或服務。於存取、使用、下載、安裝或允許第三方產品或服務，並與「管理式 Apple 帳戶」一併使用前，閣下應細閱該等第三方產品及服務之條款、政策與實務，以了解其可能自終端使用者收集之資料內容，與使用、分享、儲存方法 (如適用)，以及該等方法是否符合閣下取得之同意。

P. Apple 服務供應商。Apple 可能會將個人資料提供予本服務下向 Apple 提供服務的服務供應商。閣下授權 Apple 使用「Apple」定義所列的所有 Apple 實體為服務供應商及 Apple 可能選用的任何其他服務供應商，唯此等服務供應商須在協議下保護個人資料，保護程度不得低於 Apple 在本協議下處理此等資料的方式，而且不會將此等資料用於本協議條文以外的任何其他用途。服務供應商名單詳見

https://www.apple.com/legal/enterprise/data-transfer-agreements/subprocessors_us.pdf。如果服

務供應商未能履行本協議規定的資料保護義務，Apple 將就該服務供應商應履行適用法律所要求的義務向閣下承擔全部責任。

4. 服務

A. 使用限制。閣下將確保閣下和終端使用者對本服務的使用符合本協議及相關文件，且閣下將通知終端使用者並執行本協議及相關文件所訂明的限制。閣下與貴機構終端使用者不得使用本服務上載、下載、發佈、寄送電郵、傳輸、儲存或以其他方式提供：(i) 具有違法、騷擾、威脅、傷害、誹謗、猥褻、侵犯私隱、仇恨、種族歧視性質或其他爭議之內容或資料；(ii) 侵害著作權、其他知識產權、商業秘密或其他契約、專利權之內容或資料；(iii) 未經同意或授權下發送之電郵訊息、廣告、宣傳資料、垃圾郵件、詐騙郵件或連鎖信；(iv) 含有病毒之內容或資料，或意圖傷害、干擾、限制本服務或其他電腦軟件、硬件正常運作之電腦編碼、檔案、程式。閣下不得，並應禁止終端使用者：(a) 使用本服務追蹤、騷擾、威脅或傷害他人；(b) 假冒他人或任何實體 (Apple 保留權利拒絕或封鎖可能假冒或虛假陳述閣下身分或他人姓名或身分之管理式 Apple 帳戶或電郵地址)；(c) 在電郵或新聞群組帖文中，偽造任何傳輸控制通訊協定/互聯網協定 (TCP-IP) 封包標題或標題資訊的任何部分，或者以其他方式將資料置於標題，使收件人誤會透過本服務所傳輸內容的來源 (下稱「詐騙」)；(d) 干擾、中斷本服務、本服務連接的伺服器、網絡，或與本服務相關的網絡之任何政策、要求或規定；及/或 (e) 使用本服務的方式違反適用的法律、條例或規定。若閣下或終端使用者對本服務之使用或其他行為會損害 Apple 對閣下或他人提供服務之能力 (無論是否故意)，Apple 有權採取所需措施，以保護本服務及 Apple 系統，包括暫停機構存取本服務。

如果閣下是涵蓋實體、業務夥伴或代表涵蓋實體或業務夥伴 (根據美國聯邦法規第 45 篇第 160.103 條中的定義)，閣下同意不會使用 iCloud 的任何組成部分、功能或其他設施來建立、接收、保存或傳輸任何「受保護健康資料」(根據美國聯邦法規第 45 篇第 160.103 條中的定義)，或以任何可使 Apple (或任何 Apple 子公司) 成為閣下或任何第三方業務合作夥伴的方式使用 iCloud。

B. 帳戶管理。閣下同意將自行負責監管貴機構管理員帳戶及所有「管理式 Apple 帳戶」，包括但不限於：(i) 各帳戶關聯使用者名稱及密碼的保安及保護；(ii) 提供及/或移除任何終端使用者對此等帳戶及本服務所提供及/或儲存內容之存取權；及 (iii) 向終端使用者提供有關使用管理式 Apple 帳戶之適用文件及指引。

C. 終端使用者通知。管理員有權透過入口網站及/或管理員工具，監察、存取或披露管理式 Apple 帳戶的相關終端使用者資料。閣下聲明並保證為貴機構及終端使用者部署本服務前，閣下將充分告知及披露本協議的條款，並向各終端使用者或 (在必要和適用的情況下) 其父母、法定監護人取得所需的一切權利與同意，讓 Apple：(1) 根據本協議提供和支援閣下和終端使用者使用本服務；及 (2) 存取並收集因提供本服務產生之終端使用者資料。

D. 管理式 Apple 帳戶；特色和服務。「管理式 Apple 帳戶」指閣下為終端使用者設定並提供用於存取本服務的帳戶使用者名稱及密碼。Apple 將向閣下提供工具，用於為終端使用者設定

「管理式 Apple 帳戶」。閣下為終端使用者設定「管理式 Apple 帳戶」時，所選擇之服務功能，將適用於閣下所擁有之「管理式 Apple 帳戶」。閣下將自行承擔使用本服務所選擇服務之功能於閣下與終端使用者之一切相關風險與費用。

i. **管理式 Apple 帳戶的使用要求**

1. **裝置及帳戶。**使用「管理式 Apple 帳戶」存取本服務可能需要相容裝置、網絡連線、特定軟件與定期更新。部分交易或功能可能需要軟件更新為最新版本。Apple 有權限制可設定之管理式 Apple 帳戶數量，以及服務帳戶之相關裝置數量。

2. **貴機構就「管理式 Apple 帳戶」所享有權利。**除法律或本協議另有規定外，閣下謹同意各個「管理式 Apple 帳戶」在個別終端使用者間或不同機構間均屬不可轉讓。

ii. **尋找我的 iPhone。**管理式 Apple 帳戶之「尋找我的 iPhone」功能均將自動停用。若授權裝置遺失或被盜，閣下可使用 MDM 解決方案，將裝置設定為遺失模式，以鎖定裝置、登出終端使用者並自動向 MDM 伺服器傳送報告。閣下可遙距清除裝置並開啟「啟用鎖」功能，以協助確保裝置無法在沒有適當「管理式 Apple 帳戶」及密碼的狀態下重新啟動。如閣下未有以密碼保護授權裝置、未開啟遺失模式及/或未有接獲、回覆通知與訊息，Apple 將一概不承擔任何責任。Apple 不負責歸還遺失或遭竊之裝置，或修復遺失之資料。Apple 不會負責更換已開啟「啟用鎖」功能之裝置，亦不承擔此類裝置之擔保責任。閣下可透過 MDM 移除「啟用鎖」功能或停用遺失模式。

iii. **帳戶認證。**貴機構管理員、教師及員工之管理式 Apple 帳戶將自動開啟雙重認證，即要求兩類資訊以供認證，例如密碼及安全碼。機構同意向 Apple 提供至少一個流動電話號碼，以便機構接收來自 Apple 的自動撥號或預先錄製的電話和短訊，以作身分驗證和帳戶相關用途，可能會因而產生標準短訊和數據費用。Apple 可能會撥打電話或傳送短訊以：(i) 在閣下登入時協助保護服務帳戶的安全；(ii) 在閣下忘記密碼時協助閣下存取帳戶；或 (iii) 在必要時維護閣下的服務帳戶或執行本協議及相關政策。分發予終端使用者之管理式 Apple 帳戶亦須設定雙重認證，例如識別授權裝置、入口網站產生之認證碼或電話號碼。貴機構將負責：(a) 分發閣下為識別終端使用者而建立的管理式 Apple 帳戶；(b) 允許此等終端使用者存取本服務；(c) 防止未經授權存取；及 (d) 保護使用者名稱、密碼及帳戶資料的機密和安全。

iv. **備份。**非屬於共享裝置之授權裝置，將自動定期製作備份，並於使用者以「管理式 Apple 帳戶」登入、裝置螢幕鎖定、連接到電源，且透過 Wi-Fi 網絡連接互聯網時，傳輸至本服務。閣下可停用 MDM 註冊設定之備份功能。備份僅限於裝置設定、裝置特性、相片、影片、文件、訊息 (iMessage、SMS 及 MMS，如有啟用)、鈴聲、app 資料 (包括「健康」app 資料) (如適用)、位置設定 (例如位置為本的提醒)、主畫面及 app 整理方式。閣下從 App Store 或 Apple Books Store 購買、下載或提供予貴機構終端使用者之內容，以及從第三方購買或由第三方提供的內容，將不會備份。根據帳戶要求、可用性和任何適用的條款及細則，該等內容可能有資格從這些服務中重新下載。自終端使用者電腦同步之內容亦無備份。如果閣下啟用「iCloud 相片圖庫」，則閣下終端使用者的相片圖庫將與其自動 iCloud 備份分開備份。儲存於終端使用者之通訊錄、日曆、書籤及文件中的內容，可以透過終端使用者在網上或任何 Apple 裝置以「管理式 Apple 帳戶」登入的 iCloud 存取。閣下將自行負責為閣下和終端使用者之資訊和資料，維護適當的替代備份。

v. **iCloud 相片圖庫。**若閣下啟用「管理式 Apple 帳戶」之「iCloud 相片圖庫」，授權裝置「相片」app 中之相片、影片及元數據 (下稱「裝置相片圖庫」) 將自動傳送至 iCloud，

在 iCloud 儲存為終端使用者之相片圖庫，並傳送至終端使用者所有已啟用「iCloud 相片圖庫」之裝置及電腦。如果終端使用者日後變更 (包括刪除) 該等裝置或電腦之裝置相片圖庫，這些變更將自動傳送至並反映於終端使用者之「iCloud 相片圖庫」。此類變更還將自 iCloud 傳送至並反映於終端使用者所有已啟用「iCloud 相片圖庫」的裝置及電腦之「裝置相片圖庫」。各授權裝置或電腦之相片圖庫解像度，可能依照儲存空間及終端使用者為已啟用「iCloud 相片圖庫」裝置選擇之儲存管理選項而不同。若閣下無意使用「iCloud 相片圖庫」，可以為閣下的「管理式 Apple 帳戶」及/或授權裝置設定停用。

vi. 「功課」app。如果閣下為終端使用者提供「功課」app，貴機構的教師和學生可以使用「管理式 Apple 帳戶」來管理其學校作業和功課。

1. **iCloud 檔案共享。**當閣下使用已連接「管理式 Apple 帳戶」的「功課」app 共享文件時，Apple 會自動整理任何共享到「iCloud 雲碟」內師生班級檔案夾的文件。終端使用者可使用其「管理式 Apple 帳戶」存取其共享檔案。任何閣下共享文件之班級中的終端使用者都可以看到對這些文件所做的註釋或更改。閣下可以隨時停止共享檔案。貴機構終端使用者使用「管理式 Apple 帳戶」建立的文件將一直儲存，直到閣下將其刪除。但是，已複製到其他裝置或電腦的任何檔案都不會被刪除。

2. **學生進度。**閣下在入口網站選用學生進度功能時，已啟用 ClassKit 的應用程式所指派的活動中的學生進度會列入並報告至 ClassKit 框架。只有教師使用「功課」app 指派的活動才會觸發系統記錄和報告學生進度資料。學生終端使用者可在「功課」app 及其裝置上的設定中檢視自己的學生進度資料。閣下的教師終端使用者將可查看其班級所有學生在指定活動上的學生進度資訊。透過使用「功課」app 或已啟用 ClassKit 的應用程式所建立的學生資料，將按照本協議的第 3 節和附錄 A 處理。如果閣下將某個「管理式 Apple 帳戶」從學生進度功能中剔除，則與該「管理式 Apple 帳戶」相關聯的所有學生進度個人資料將根據第 3(L)(i) 節刪除。

vii. **第三方 app。**若閣下讓終端使用者以「管理式 Apple 帳戶」登入第三方 app，即表示閣下同意允許此等 app 將資料儲存在終端使用者「管理式 Apple 帳戶」的關聯帳戶，並由 Apple 代表相關第三方 app 開發商收集、儲存並處理閣下及/或終端使用者在使用本服務和此等 app 時的相關資料。第三方 app 可能與下載自同一 app 開發商的其他 app 共享此等資料。閣下須負責確保閣下與終端使用者符合各「管理式 Apple 帳戶」的任何儲存限制及所有適用法律 (視乎閣下讓終端使用者下載的第三方 app 而定)。

viii. **其他 Apple 服務。**如果閣下讓非學生終端使用者登入其他 Apple 服務，即表示閣下同意允許 Apple 服務在此等終端使用者的「管理式 Apple 帳戶」關聯帳戶中儲存資料，並允許 Apple 就閣下及/或非學生終端使用者對 Apple 服務之使用收集、儲存及處理此等資料。閣下有責任確保基於閣下允許終端使用者存取的 Apple 服務，閣下和非學生終端使用者均符合各「管理式 Apple 帳戶」的所有適用法律。若閣下的非學生終端使用者存取某些 Apple 服務，Apple 可能就閣下的非學生終端使用者對本服務、Apple 服務和 Apple 服務更新的使用與其通訊。

E. 伺服器憑證使用。閣下謹同意，Apple 所提供之伺服器憑證 (Server Token)，只能用於註冊本服務之 MDM 伺服器、上傳 MDM 註冊設定及接收「管理式 Apple 帳戶」名單資料。閣下將確保終端使用者僅於授權裝置使用透過閣下的伺服器憑證傳送或接收之資料。除了閣下的第三方服

務供應商外，閣下不可將伺服器憑證提供或轉移予其他實體，或與其他實體共享伺服器憑證。閣下同意採取適當安全防護措施，以保護伺服器憑證之安全與私隱，若伺服器憑證的安全被危害，或閣下有理由認為伺服器憑證的安全被危害，將撤回伺服器憑證。Apple 保留權利隨時全權決定撤回或停用伺服器憑證。閣下了解並同意重新產生伺服器憑證將影響貴機構使用本服務，至新伺服器憑證順利加入 MDM 伺服器為止。

F. 儲存空間及使用限制。閣下不得超過任何適用或合理使用限制，例如頻寬或儲存空間 (如與 iCloud 備份相關) 等限制，否則閣下可能無法使用本服務的部分特性和功能、存取內容或者使用全部或部分「管理式 Apple 帳戶」。若 Apple 限制提供予貴機構之寬頻或儲存空間，將於十 (10) 個工作天內，盡商業上合理努力，透過本服務或其他方法通知閣下。

G. 內容提交。閣下或終端使用者透過使用本服務上載、下載、發佈、寄送電郵、傳遞、儲存或以其他方式提供之內容，將由閣下全權負責。閣下將確認終端使用者已取得有關該等內容之一切必要第三方許可或授權。閣下已了解，在使用本服務時，閣下可能會接觸到閣下或終端使用者認為具有攻擊、猥褻性質或爭議之內容，且閣下可能使他人接觸到其認為具有爭議之內容。閣下了解並同意自行承擔貴機構使用本服務及任何內容之風險。

H. 內容移除。閣下了解 Apple 不對閣下或終端使用者提供之任何內容負責。Apple 有權 (但無義務) 判斷內容是否適當及符合本協議，並可隨時轉移及/或刪除違反法律或本協議之內容，無需另行通知。若 Apple 移除任何內容，將盡商業合理努力通知貴機構。

I. 捆綁服務。本服務之所有功能只能一併提供，不得分拆為獨立應用程式使用。連同特定 Apple 品牌硬件產品提供的 Apple 軟件，未必能在其他型號的 Apple 品牌硬件上運行。

J. 連結及其他第三方內容。本服務之部分內容、軟件或功能可能包含有第三方資料或其他網站、資源、內容之超連結。閣下了解並同意對於此類第三方網站或資源，以及閣下或終端使用者使用該等網站、資源提供之內容、廣告、產品或資料，Apple 一概不承擔任何責任。

K. 購買 App 及電子書。

i. **取得內容。**在預設狀態下，「管理式 Apple 帳戶」無權自 App Store 或 Apple Books Store 取得內容。閣下可選擇授權管理員、教師或職員存取此等內容，並允許他們以大量內容服務購買本服務所用的 app 和書籍。閣下對 App Store 及/或 Apple Books Store 的使用在適用情況下受《Apple 媒體服務條款及細則》的 G 和 H 部分約束

(<https://www.apple.com/legal/internet-services/itunes/us/terms.html>)。閣下確認閣下有權代表並將代表閣下的授權終端使用者接受此等適用的條款。

ii. **大量內容服務。**閣下選擇透過大量內容服務進行的購買交易 (i) 受本協議所附的《大量內容服務附錄》條款約束，並透過 **App Store** 和/或 **Apple Books Store** 交付給終端使用者或指派至裝置。

L. 更新及維護；服務變更。

i. **更新及維護。**Apple 可能會不時更新服務所用的軟件。更新可能包括漏洞修復、功能增進、改良或全新軟件版本。在部分情況下，閣下必須完成更新，才能繼續使用服務或所有服務功能。若因閣下未更新而導致效能或安全問題，Apple 一概不承擔任何責任。Apple 將不時進行服務維護作業。Apple 並無義務通知，但將於進行定期之維護作業前，盡商業合理努力通知閣下。

ii. **服務變更。**Apple 有權不時修改或更新本服務之功能與外觀。閣下謹同意 Apple 一概不為修改、暫停或終止服務，向閣下或第三方負責。本服務 (或特定功能、部分) 無法涵蓋所有語言及國家，Apple 並未聲明本服務 (或特定功能、部分) 適用於或可於特定地點使用。

M. 其他協議。閣下了解並同意除本協議條款外，閣下與 Apple 之間可能另有適用之買賣、服務或其他協議。使用本服務之相關事宜將受本協議條款規管，不受閣下與 Apple 間之其他協議影響。

N. 專業服務。與本服務相關之專業服務 (例如諮詢、開發服務) 若需要由 Apple 供應產品或服務，將另行收取費用，並適用 Apple 與機構另行簽訂之其他協議。

O. 電子交付。依照本協議提供之服務及 Apple 軟件 (除授權裝置已安裝之軟件外) 將以電子方式提供。

P. 費用和稅款。除非適用法律豁免，否則貴機構將根據服務的使用情況，支付所有應繳納的稅款和關稅 (如有)。若經 Apple 要求，閣下將向 Apple 證明貴機構免納相關稅項。

5. 所有權與限制；著作權聲明

A. 貴機構之任何內容及於本服務使用或存取之既有軟件應用程式，其所有權及知識產權，一概由閣下保留。下列所有權及知識產權將由 Apple 或其授權人保留：(1) 本服務及其衍生著作，包括但不限於執行本服務所用之圖表、使用者介面、腳本及軟件 (下稱「軟件」)；(2) 因本服務而提供閣下之 Apple 軟件，包括其中之知識產權，無論是否註冊或所在地點為何；及 (3) Apple 或閣下代表 Apple 依照本協議開發或提供之項目。本協議未轉移其中任何技術之擁有權或知識

產權。如閣下於使用本服務期間，發現不適當或可能違反本協議之內容，可透過

<https://www.apple.com/legal/contact/> 舉報。閣下謹進一步同意：

- i. 本服務 (含 Apple 軟件及其他部分) 含有受知識產權或其他法律保護之專有及保密資料，包括但不限於著作權。
- ii. 除依照本協議使用本服務外，閣下不可以任何方式使用或向第三方提供此類專有資訊或資料，亦不可要求或容許他人從事此等行為。
- iii. 除本協議條款明確許可者外，本服務之任何部分均不可以任何格式或方法複製。
- iv. 閣下不可針對本服務進行解譯、還原工程、拆解或試圖取得其中之原始碼，亦不可要求或容許他人從事此等行為。

v. Apple、Apple 標誌、iCloud、iCloud 標誌、iTunes、iTunes 標誌及本服務使用之其他 Apple 商標、服務標章、圖形及標誌，均屬 Apple Inc. 於美國及其他國家之商標或註冊商標。Apple 商標列表請參閱：

<https://www.apple.com/legal/intellectual-property/trademark/appletmlist.html>。本服務使用之其他商標、服務標章、圖形及標誌，可能為他人所有之商標。閣下一概未取得前述商標之權利或授權，並同意不得移除、遮蔽或變動本服務內之任何專有標示 (包括商標及著作權標示)。

vi. 閣下授權 Apple 於本協議有效期內使用貴機構標章，但將以 Apple 依照本協議行使權利及履行義務所需者為限。

vii. 閣下可能因本服務而有權存取第三方內容。第三方內容之所有權及知識產權，將由該等內容之所有人或供應商保留；閣下使用第三方內容之權利，受第三方所有人或供應商指定之條款管轄和約束。

viii. 除本協議許可者外，閣下不可授權、出售、出租、租賃、轉移、散佈、託管本服務或其中之軟件，或容許其作為分時或服務中心使用，或以其他方式進行商業利用，或提供予第三方。

閣下了解並同意若閣下違反前述條文，而閣下的行為 (包括但不限於侵犯資料私隱或發生資料事故) 有任何衍生或關聯損害或索償，Apple 概不承擔任何責任或義務。

B. 使用本服務提交或發佈資料或內容即代表：(i) 閣下聲明其為該等資料之所有人，及/或具有發佈該等資料所需之權利、授權與許可；(ii) 閣下授予 Apple 免權利金、非專屬、可轉讓之全球授權，可基於 Apple 提供本服務之目的，於本服務使用、發佈、複製、修改、發行、翻譯、播放及公開展示該等內容，無需對機構支付對價或承擔義務。閣下了解為提供本服務，並於服務中提供貴機構之內容，Apple 可將貴機構內容於不同公開網絡、媒體中傳輸，並依照相關網絡、裝置或設備之技術規定，修改貴機構內容。閣下同意 Apple 有權 (但無義務) 依照本協議授予之授權從事該等行為。

C. 版權聲明 - DMCA。如果閣下認為閣下擁有版權的內容，遭他人透過本服務侵犯版權，請按 Apple 版權政策 (<https://www.apple.com/legal/contact/copyright-infringement.html>) 所示與 Apple 版權代理人聯絡。若終端使用者之帳戶出現侵權情況，Apple 可全權決定暫停或終止該帳戶。

6. EULAS

A. EULA 條款及細則。欲使用本服務，閣下及/或終端使用者必須接受本服務使用之任何 Apple 軟件，以及閣下選擇使用之其他 Apple 軟件的終端使用者授權協議 (EULA) 條款。若要使用本服務，閣下的管理員必須先接受入口網站上的 Apple 軟件 EULA，才能為終端使用者部署授權裝置執行此等 Apple 軟件。若 Apple 軟件的 EULA 有變，閣下的管理員必須返回入口網站接受此等 EULA，才能繼續使用本服務。閣下理解並同意，在接受 EULA 之前，閣下無法使用本服務或服務之部分或功能，包括將其他授權裝置與 MDM 伺服器建立連結。閣下有責任將該 EULA 提供給終端使用者，並確保終端使用者了解和遵守 Apple 軟件的 EULA 條款，此外閣下亦同意負責取得終端使用者使用 Apple 軟件所需之一切必要許可。閣下同意監管終端使用者妥善使用本協議提供之 Apple 軟件，並承擔全部責任。閣下理解並同意，閣下依照約定服務目的使用 Apple 軟件期間，均受本協議的規範和限制，無論軟件相關 EULA 是否包含類似規範。

7. 協議期間；終止；暫停；終止之效力

A. 協議期間。自閣下首次接受本協議之日起，本協議即開始生效至依照本協議條款終止為止 (以下稱「協議期間」)。

B. 由 Apple 終止。Apple 可隨時以任何原因或不具理由於三十 (30) 天前以書面通知閣下終止本協議。此外，若發生下列任何一項事件，Apple 可不另行通知，立即終止或暫停全部或部分「管理式 Apple 帳戶」及/或存取本服務：(a) 違反本協議，包括但不限於第 4(A) 條 (下稱「使用限制」)，或任何其他本協議所引用或在本服務中公佈的政策或指引；(b) 因應執法機關、司法機構或其他政府部門/機構的要求和/或命令；(c) 為閣下提供本服務是違法行為或可能違法；(d) 無法預期的技術或安全問題；(e) 閣下參與詐騙或非法活動；(f) 閣下或任何直接/間接控制閣下，或是與閣下受到同一方控制 (「控制」一詞的定義請見第 11(D) 條) 的實體或人員，在提供本服務的國家或地區受到或將受到制裁或其他限制；或 (g) 閣下未能支付與本服務相關之費用 (如有)，並在收到書面要求的三十 (30) 天內未能糾正此等錯誤。Apple 可自行決定終止或暫停服務，且 Apple 不負責閣下或任何第三方因服務終止或暫停而可能導致或產生之任何損害。

C. 由閣下終止。閣下隨時可停止使用本服務。若閣下刪除任何「管理式 Apple 帳戶」，閣下及相關的終端使用者將無法存取本服務。此動作無法還原。

D. 終止之效力。本協議終止或期滿後，一方授予另一方之權利將根據本協議第 11(L) 節的規定 (條款存續) 隨即終止。

E. 第三方權利。在任何情況下，未經 Apple 事前書面同意，閣下不得與第三方簽訂任何可能影響 Apple 權利或以任何方式約束 Apple 之協議，且未經 Apple 事前書面同意，閣下不得公開任何該等協議。

8. 賠償

對於由下列任何一種情況引起或與之相關，而為 **Apple** 受償方招致的任何及所有申索、法律責任、訴訟、損害、主張、和解、開支、費用、成本和任何類型損失，包括但不限於律師費和法院費用 (下文統稱「損失」)，閣下同意在適用法例允許的範圍內對 **Apple** 作出彌償及使其不受損害，並應 **Apple** 要求為 **Apple**、其董事、主管、僱員、股東、承包商和代理人 (各自稱為「**Apple** 受償方」) 抗辯：(a) 閣下及/或貴機構終端使用者透過本服務提交、發佈、傳輸或以其他方式提供的任何內容；(b) 貴機構及/或貴機構終端使用者實際或被指控違反或未遵守本協議中的任何認證、公約、義務、聲明或保證；或 (c) 貴機構及/或貴機構終端使用者侵害他人之任何權利，或違反任何法律、法規和規定。閣下確認因本服務或 **Apple** 軟件提供之內容、功能、服務、資料或資訊若有錯誤或不正確，或本服務或 **Apple** 軟件一旦故障，可能導致死亡、人身傷害，或嚴重物理或環境損害之情況，均非本服務之目的；且在適用之法律許可範圍內，若閣下或終端使用者將本服務用於前述用途，而對於此等 **Apple** 受償方造成任何損失，閣下謹此同意向各 **Apple** 受償方作出彌償及為其抗辯，使其免受損害。本協議終止或屆期及/或閣下終止或因屆期而不再使用本服務後，前述義務仍將存續。

9. 免責聲明

閣下明確理解並同意，在適用之法律許可範圍內，本服務、**Apple** 軟件及任何有關內容、功能服務或素材均按「現狀」和「現有」基礎所提供。**Apple** 及其附屬公司、子公司、主管、董事、僱員、代理人、合作夥伴和授權人 (在本協議第 9 和第 10 節統稱為「**Apple**」) 明確拒絕承擔任何類型之明示或默示之保證，包括但不限於適售性、符合特定用途和不侵權之默示保證。**Apple** 尤其不提供下列擔保：(I) 本服務將符合閣下的要求；(II) 閣下將能適時、不中斷、安全地使用本服務，或不受任何錯誤、損失、毀損、攻擊、病毒或駭客入侵；(III) 閣下從本服務獲取之任何資料為準確或可靠；以及 (IV) 本服務提供予閣下之軟件中之任何瑕疵或錯誤將被修正。

閣下同意 **Apple** 可不時無限期刪除本服務，或依照本協議條款取消本服務。透過本服務下載或以其他方式取得之任何素材，均為閣下自願取得並應自行承擔相關風險，閣下因下載任何該等素材而導致閣下的裝置或電腦受損或資料遺失，閣下應自行承擔全部責任。閣下亦明白本服務故障、延遲或提供之內容、資料或資訊有任何錯誤或不正確而可能導致死亡、人身傷害或嚴重物理或環境損害之情況，均非本服務之意圖或適合使用之情況或環境。

10. 有限責任

除適用之法律禁止外，在任何情況下，**Apple** 一概不負責因下列事宜產生之任何直接、人身傷害、間接、偶發、特殊、衍生或懲罰性損害賠償，包括但不限於利潤損失、資料毀損或遺失、商譽損失、無法傳送或接收任何資料 (包括但不限於課程要求、作業和素材)、替代商品或服務的採購成

本、業務中斷，任何其他有形或無形之損害或損失 (即使 Apple 已被告知該損害發生的可能性)：(I) 使用或無法使用本服務、Apple 軟件、本服務功能服務、內容、素材或第三方軟件或應用程式；(II) 本服務之任何變更，或暫時或永久停止本服務之全部或任何部分服務；(III) 未經授權存取或變更本服務、閣下的傳輸數據或資料；(IV) 閣下透過或在本服務上的傳輸數據或資料遭到刪除、毀損、未能儲存及/或發送或收取；(V) 任何第三方在本服務上之任何聲明或行為；或 (VI) 與本服務相關之任何其他事宜。

11. 其他事項

A. 雙方關係。本協議並無就閣下與 Apple 之間建立任何代理關係、合作夥伴、合資、受託或任何其他形式的法律關係，閣下亦不得以明示、暗示、表現或其他方式對此作出相反聲明。除本協議另有明確規定外，本協議非為任何第三方之利益而存在。

B. 豁免；轉讓。延遲或未採取本協議下之行動一概不構成豁免，除非經由 Apple 正式授權代表簽署作書面確認表示豁免，且任何單一豁免將不構成持續或衍生之豁免。閣下不得轉讓本協議之全部或任何部分。任何轉讓皆屬無效。

C. 驗證。在適用之法律許可範圍內，Apple 可 (透過遠端軟件工具或其他方式) 驗證閣下對本服務之使用是否符合本協議條款。閣下同意配合 Apple 的驗證程序，並提供合理協助及相關資料之存取。任何此類驗證不得不合理地干擾閣下的正常業務運作，且閣下同意 Apple 並不負責閣下因配合驗證程序而產生之任何成本或費用。

D. 出口控制。使用本服務和軟件，包括透過本服務轉移、發佈或上載資料、軟件或其他內容，可能受美國和其他國家/地區的進出口法律約束。閣下同意遵守所有適用的進出口法律和法規。其中包括但不限於：將本軟件出口或轉出口至 (a) 任何美國禁運國家/地區，或 (b) 美國財政部特別指定國民名單，或美國商務部拒絕交易人士或實體名單上的任何人。當閣下使用本軟件或服務，即聲明及保證閣下並非身處上述任何禁運國家/地區，或名列上述名單。閣下亦同意不會將本軟件或服務用於美國法律禁止之任何目的，包括但不限於開發、設計、製造或生產導彈、核子、化學或生物武器。閣下亦同意不會將任何下列資料或軟件上載至閣下的帳戶：(a) 受《國際武器貿易條例》約束；或 (b) 在未事先獲得政府書面授權的情況下，不得出口包括但不限於某些類型的加密軟件和原始碼。本保證和承諾在本協議終止後仍然有效。

閣下聲明並保證，閣下或任何直接/間接控制閣下，或是與閣下受到同一方控制的實體或人員：(a) 不在提供該服務的國家或地區的任何制裁名單上，(b) 並未在美國禁運國家或地區經營業務，且 (c) 並非 15 C.F.R § 744 所定義並位於其涵蓋範圍內的軍方終端帳戶。如同第 11(D) 節所用，「控制」一詞是指直接或間接擁有指導或促成指導另一方實體管理政策的權力，不論透過具投票權之證券的擁有權、註冊資本權益、協議或其他方式。

E. 遵守法律。 貴機構應遵守且確保貴機構所有僱員、承包商和代理人均遵守本服務使用所適用之所有法律、條例和規定，包括但不限於打擊賄賂和貪腐的法律，包括美國海外貪污防治法、英國反賄賂法、OECD 打擊國際商業交易中賄賂外國公職人員公約的原則，以及依照本協議執行業務或履行服務所在國家之任何相關法律。

F. 聯邦政府終端使用者。 本服務、Apple 軟件和相關文件屬於 48 C.F.R. §2.101 定義之「商業產品」，並包括 48 C.F.R. §12.212 或 48 C.F.R. §227.7202 定義的「商業電腦軟件」和「商業電腦軟件說明文件」，視乎適用情況而定。在符合 48 C.F.R. §12.212 或 48 C.F.R. §227.7202-1 至 227.7202-4 (以適用者為準) 的規定下，商用電腦軟件和商用電腦軟件說明文件 (a) 只作為商業產品向美國政府的終端使用者授予許可，及 (b) 只附有根據本許可證條款及細則授予所有其他終端使用者的權利。未公開之權利則依照美國版權法予以保留。

G. 律師費用。 在適用法律不禁止的範圍內，因執行或解釋本協議任何條款或規定而引起之任何監管、行政、法律或衡平法之訴訟或程序 (不包括本協議規定之任何調解)，該訴訟或程序之勝訴方除有權獲得所判之賠償外，應有權要求補償其合理的律師費、專家證人費、訴訟成本和費用。本協議下之「勝訴方」包括但不限於因另一方支付被指控之到期付款、履行被指控已違反之承諾，或支付等同訴訟請求之對價而撤回有關補償之訴訟之一方。

H. 管轄法律。 如果貴機構是美國公共和經認可的教育機構，那麼本協議將根據貴機構所在州份的法律進行管理和解釋，惟法律衝突的法律體系除外。閣下和 Apple 謹此同意貴機構所在州份的聯邦地方法庭為個人管轄權之法庭及審判地點。

針對所有其他位於美國或根據本協議受美國法律約束的機構，本協議將依照加利福尼亞州之法律規範及解釋，如同由加利福尼亞州居民簽訂，並完全於加利福尼亞州境內履行。雙方並同意因本協議所引起之任何訴訟，將由下列法庭為個人管轄權之法庭及審判地點，並放棄對該管轄權及審判地點之異議：美國加利福尼亞北區聯邦地區法院、加利福尼亞州聖塔克拉拉縣高等法院，或任何位於聖塔克拉拉縣之其他法院。

如果貴機構位於美國境外，應以 Apple (定義詳見第 11(M) 節) 為閣下提供服務的實體所在國家或地區之法律和法庭，作為管轄法律和法庭。

如果閣下是透過政府間章程或協議獲賦予豁免國家法院管轄權的國際政府間組織，則由本協議引起或與本協議相關的任何爭議、申索或違約行為，須由根據該規則任命的三名仲裁員按照申請仲裁時有效的國際商會仲裁規則 (下稱「ICC 規則」) 進行仲裁，並根據國際律師協會 (IBA) 有關國際仲裁的取證規則執行。仲裁地點為英國倫敦。仲裁語言須為英文。若 Apple 提出要求，閣下同意提供證據證明閣下是具有此類特權和豁免權的政府間組織。

本協議不受《聯合國國際貨物銷售合約公約》(United Nations Convention on Contracts for the International Sale of Goods) 規管，謹此明確排除適用。

I. 通知。除本協議另有規定外，依照本協議條款或法律規定要求或許可發送之任何通知，應採用書面形式，並應：**(a)** 由專人送遞，**(b)** 以美國郵政服務寄送，或 **(c)** 以航空快遞寄送，前述之任何一種方式應預付全額郵資並妥善寄送至：**Apple Inc., Apple Developer Legal (Apple School Manager), One Apple Park Way, 37-21SM, Cupertino, California 95014 U.S.A.**。任何一方須依照本規條下之規定方式通知另一方變更其地址。有關通知將於下列時間視為送達：專人送抵之時，依照前述方式郵寄後三 **(3)** 個工作日，或交付予通宵航空快遞後一 **(1)** 日。閣下同意以電郵形式接收通知，並同意 **Apple** 以電子方式向閣下發送任何通知均符合法定通訊規定。

J. 不可抗力。若因戰爭、敵對行為、恐怖行動、民變、火災、地震、天災、自然災害、意外事故、流行疫病、勞工抗爭、政府限制行為 (包括但不限於任何進出口證或其他執照被駁回或取消)，或義務方無法合理控制之其他事件，以致無法履行或延遲履行本協議義務，該方無須負責；但獲悉不可抗力情況之一方應於五 **(5)** 個工作日內以書面通知另一方。雙方須盡合理努力，減輕不可抗力事件的影響。若發生不可抗力事件，應根據不可抗力的事故期間延長履約或補正時期，但於任何情況下不得超過三十 **(30)** 天。本規條並未豁免任何一方提出和遵守合理災後復原程序的義務。

K. 完整協議；協議可分性；協議變更。本協議構成閣下與 **Apple** 就本服務使用相關事項所約定之完整協議，規範閣下使用本服務，並完全取代閣下與 **Apple** 先前就本服務約定之任何協議。若閣下使用關聯服務、第三方內容或第三方軟件，可能須遵守額外條款及細則。除本協議就本服務另有規定外，本協議不得取代 **Apple** 軟件之 **EULA**。本協議只能在本協議明確允許的範圍內進行修改 (例如 **Apple** 通知閣下)。若閣下拒絕接受該變更，**Apple** 將有權終止本協議及閣下的帳戶。若本協議任何部分被認為無效或無法執行，該部分應按照適用之法律解釋並盡可能反映雙方原意，其餘部分應維持完整作用和效力。**Apple** 未行使或執行本協議任何權利或規定，不得視為放棄該權利或豁免該條款。本協議依照當地法律規定提供之任何譯本，若英文版與任何非英語版本之間出現分歧，一概以本協議的英文版為準。

L. 條款存續。本任何條款和規定 (包括任何附件和增補) 依照其性質和意圖，若應於本協議終止或期滿後存續者，應繼續有效。

M. 定義。本協議中，除另有明文規定外：

「**管理員**」指貴機構的僱員或承包商 (或第三方服務供應商) 擔任機構的授權代表以管理帳戶，包括但不限於按照本協議的條款管理伺服器、上載 **MDM** 描述檔設定、為機構帳戶新增裝置、建立和管理「管理式 **Apple** 帳戶」，以及與管理本服務相關的其他工作等。

「**Apple**」於本協議意指：

- 對美國 (包括波多黎各) 使用者而言, 意指 Apple Inc., 位於 One Apple Park Way, Cupertino, California, 95014, United States ;
- 對加拿大的使用者而言, 意指 Apple Canada Inc., 位於 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8 ;
- 對日本使用者而言, 意指 iTunes K.K., 位於 Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140 ;
- 對南韓的使用者而言, 意指 Apple Services Pte. Ltd., 位於 7 Ang Mo Kio Street 64, Singapore ;
- 就澳洲、新西蘭 (包括其任何領地及附屬司法管轄區) 的使用者而言, 意指 Apple Pty Limited, 位於 Level 2, 20 Martin Place, Sydney NSW 2000, Australia ;
- 就墨西哥、中美洲、南美洲或任何加勒比海國家或地區 (不包括波多黎各) 的使用者而言, 意指 Apple Services LATAM LLC, 位於 2811 Ponce de Leon Boulevard, Floor 12, Coral Gables, Florida 33134, U.S.A. ; 及
- 對設有本服務而上文並未提及的所有其他國家或地區之使用者而言, 意指 Apple Distribution International Ltd., 位於 Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland。

「**Apple 人員**」意指 Apple 僱員、代理人及/或承包商。

「**Apple 服務**」意指根據本協議提供予貴機構終端使用者使用之 App Store、Apple Books、Apple Online Store、AppleCare 服務計劃、Apple Teacher Learning Center, 以及其他 Apple 服務。

「**Apple 軟件**」意指 iOS、iPadOS、macOS、tvOS、visionOS、watchOS、「課堂」、「功課」及其任何後續版本。

「**Apple 服務供應商**」及「**服務供應商**」意指代表 Apple 執行與 Apple 提供本服務相關的特定工作 (例如處理或儲存資料以及提供客戶服務) 之第三方。

「**授權裝置**」意指由閣下擁有或控制的 Apple 品牌硬件 (包括由家長購買或捐贈以供機構使用的硬件), 這些硬件指定僅由終端使用者使用, 且符合使用本服務所需之適用技術規格及要求。個人擁有的裝置不得在本服務下註冊受監管的裝置管理, 而且可能無法新增到閣下的帳戶。

「**內容**」意指使用本服務所產生或接觸之任何資訊，例如資料檔、裝置特性、書面文字、軟件、音樂、圖像、相片、影像、音效、視訊、訊息及任何其他類似資料，包括個人資料。

「**文件**」意指 Apple 可能向閣下提供以配合本服務使用的技術或其他規格/文件，並包括《Apple 教育部署指南》。

「**終端使用者**」意指獲機構授權或代表機構按照本協議使用本服務之機構僱員、教師、職員、承包商 (或第三方服務供應商)、管理員及/或學生 (如適用)。

「**最終使用者許可協議**」或「**EULA**」意指 Apple 軟件的軟件許可協議條款及細則。

「**GDPR**」意指 2016 年 4 月 27 日歐洲議會和理事會就保護自然人個人資料之處理和自由流通所頒發的歐盟 (EU) 第 2016/679 號條例，以及廢除 95/46/EC 指令。

「**ISO 27001 認證**」意指 ISO/IEC 27001:2013 認證或涵蓋本服務的同等認證。

「**ISO 27018 認證**」意指 ISO/IEC 27018:2014 認證或涵蓋本服務的同等認證。

「**MDM 註冊設定檔**」意指本服務可配置和管理 Apple 品牌產品之設定，包括但不限於裝置的初始註冊程序，及監督裝置、制定強制組態或封鎖 MDM 描述檔的設定。

「**MDM 伺服器**」意指由閣下 (或代閣下行事的第三方服務供應商) 擁有或控制、且指定用於與本服務通訊的電腦。

「**個人資料**」意指可合理用於識別在本協議下受貴機構管控之人士的資料。個人資料可能與閣下機構的學生、教師、管理員、僱員及承包商有關，例如「管理式 Apple 帳戶」的相關資料。個人資料不包括已進行彙總、匿名處理或去識別化的資料，此等資料無法再合理連結個人或與個人產生關聯。

「**伺服器憑證**」意指閣下的公鑰、「管理式 Apple 帳戶」和 Apple 提供的憑證，結合三者允許閣下的 MDM 伺服器註冊本服務。

「**服務**」意指 Apple 按照本協議提供予貴機構的 Apple School Manager 服務 (及其任何軟件、功能與特點)，以便貴機構透過入口網站及其他 Apple 網站和服務 (例如 iCloud) 管理授權裝置、內容、連接所屬管理式 Apple 帳戶的管理式 Apple 帳戶及 iCloud 儲存空間，以及授權終端使用者的存取和使用。

「**第三方內容**」意指閣下透過本服務或使用本服務或結合本服務並從 **Apple** 以外之第三方來源取得或衍生之任何形式的資料檔、裝置特性、書面文字、軟件、音樂、圖像、相片、影像、音效、視訊、訊息及任何其他類似資料內容。

「**第三方服務供應商**」意指依照本協議條款為閣下提供服務之第三方。

「**閣下**」、「**閣下的**」、「**機構**」或「**貴機構**」意指簽訂本協議之機構。為免產生任何疑問，機構應負責確保授權後代表其行使本協議權利之僱員、承包商、第三方服務供應商及代理人等均能遵守本協議。

「**貴機構內容**」意指閣下或貴機構代表終端使用者提供之任何形式的資料檔、裝置特性、書面文字、軟件、音樂、圖像、相片、影像、音效、視訊、訊息及任何其他類似資料 (包括上述定義之個人資料)。該內容將存放於本服務，或在本服務上或透過本服務執行。

「**大量內容**」指可根據本協議所附的《大量內容服務補充協議》作為服務的一部分獲得許可或取得的 app、書籍及任何其他內容或資訊。

「**入口網站**」意指 **Apple** 供閣下管理本服務的網絡平台。

附錄 A 學生個人資料私隱聲明

1. 學生的管理式 **APPLE** 帳戶

透過閣下建立的管理式 Apple 帳戶，學生將能夠使用閣下為教育用途選擇提供的 Apple app、功能及服務，詳見《Apple School Manager 用戶手冊》(<https://support.apple.com/guide/apple-school-manager/axm171b3ee95/1/web>)。例如學生可使用其「管理式 Apple 帳戶」：

- 撥打和接收 FaceTime 視像和語音通話
- 使用「相機」、「相片」、「iCloud 相片共享」、「訊息」、「郵件」、iWork 和其他 Apple app，建立和分享相片、文件、影片、語音訊息及短訊
- 使用課堂 app 互動，教師和管理員可以指導學生完成課堂並檢視學生的裝置畫面
- 儲存通訊錄、日曆事件、備忘錄、提醒、相片、文件，並備份到 iCloud
- 透過 Safari 和 Spotlight 存取及搜尋互聯網和互聯網資源
- 在 Apple School Manager 啟用學生進度功能時，已啟用 ClassKit 的 app 會記錄並分享其進度
- 使用「功課」app 檢視課堂作業、前往指派的 app 活動、與教師和其他學生協作，以及提交功課
- 將支援的學生證或企業通行證加入「銀包」。

學生亦可享用閣下選擇存取、使用、下載、安裝或啟用的任何第三方產品或服務，就如本協議第 3(O) 節所述。

Apple 作為數據處理者，除非得到閣下的指示，否則不會在知情下收集、使用或披露閣下學生的任何個人資料。閣下同意若適用法律要求，閣下有責任基於法定處理基礎 (包括在必要時) 取得學生及/或家長的同意並向其提供充分通知，方可建立「管理式 Apple 帳戶」、供 Apple 使用「管理式 Apple 帳戶」提供服務，以及收集、使用和披露閣下或終端使用者透過本服務提供 (包括閣下為學生提供的任何額外功能與服務) 的學生個人資料。

凡許可建立學生管理式 Apple 帳戶者，Apple 將採取額外步驟確認該人士是否為閣下機構的管理員，有權代閣下給予同意。

2. 個人資料收集

A. 建立「管理式 Apple 帳戶」。 Apple 可能會接收以下閣下或閣下的代表所提供之個人資料以便為閣下的學生建立「管理式 Apple 帳戶」：學生姓名、機構、註冊課程、角色及學生 ID。閣下亦可選擇提供學生的年級和電郵地址。為保護學生帳戶的安全性，以及讓閣下能在網上輕鬆重設學生密碼，閣下必須對該資料保密。

B. 透過管理式 Apple 帳戶使用 Apple 服務及第三方產品和服務。 Apple 可能會就閣下學生使用 Apple 功能和服務，以及閣下選擇用於教育用途的第三方產品與服務收集相關的個人資料，包括上述資料。例如，若閣下選擇使用「功課」app，Apple 可能向學生收集與教師透過「功課」app 指派之活動有關的個人資料，例如閣下的學生將活動標記為完成的時間，以及他們對指派之活動的意見。若閣下在 Apple School Manager 中啟用學生進度功能，Apple 將從參與 app 中接收所指派活動的學生進度資料，例如閱讀書籍的某一章、完成一組數學方程式或參加測驗。如果閣下啟用 Apple 提供的通訊及協作服務和 app，Apple 可能會收集而閣下的學生或可向其他使用者提供個人資料，視乎閣下選擇的配置而定。例如，閣下可以選擇開啟 FaceTime 和 iMessage，並允許閣下的學生只與閣下機構內的其他使用者使用這些 app，或與閣下機構內外的任何人使用這些 app。閣下亦可選擇允許學生與任何擁有 Apple 帳戶的其他使用者，或僅與閣下機構使用管理式 Apple 帳戶的其他使用者，協作處理使用 Keynote、Numbers 和 Pages 所建立的檔案。

此外，Apple 及其附屬公司和代理人可能會以無法識別學生終端使用者身分的方式，收集、建立及處理彙總的統計診斷、技術、使用及相關資訊。

3. 個人資料的使用

Apple 可以為服務相關用途使用由閣下或終端使用者向 Apple 提供的學生個人資料，包括為教育目的提供及支援閣下或終端使用者使用本服務；遵守適用法律；促進軟件更新、產品支援及其他服務相關功能的提供；用於保安及帳戶管理用途；以及核實是否遵守本協議條款。

Apple 絕不會使用學生個人資料以作為創造、開發、作業、供應或改善廣告之用。透過本服務建立管理式 Apple 帳戶之所有相關裝置將預設關閉個人化廣告，以確保學生不會收到定位廣告。但有關裝置仍可能收到非鎖定目標廣告，包括取決於閣下可能下載的任何第三方 app。

Apple 可以使用不含個人識別資料的診斷、技術、使用及相關資訊，包括但不限於識別碼、授權裝置資訊、系統及應用程式軟件、周邊設備及 Cookie，以提供及改善本服務。

Apple 保留學生個人資料的時長，僅限於滿足閣下指示的收集目的之時間，就如上所述。如果閣下透過 Apple School Manager 要求刪除學生的管理式 Apple 帳戶，則與已刪除帳戶相關的資訊將於 30 天內從 Apple 伺服器中刪除。根據 Apple School Manager 中的班級名單，Schoolwork 收到的學生進度資料會一直保存到學生離開班級為止。當學生離開班級時，該學生的相關資料將被刪除。如果閣下將某學生的「管理式 Apple 帳戶」從學生進度功能中剔除，則與該「管理式 Apple 帳戶」相關聯的所有學生進度資料將於 30 天內刪除。如本協議因任何原因終止，學生個人資料將於合理時間內被刪除，但任何情況均不超過 180 天。

4. 個人資料的披露

學生個人資料可能會披露予代表我們行事的服務供應商、第三方，或由閣下指示 (包括如下所述，透過閣下啟用的功能、服務和 app) 的其他方。

A. 向 Apple 服務供應商披露。

Apple 可能會向代表 Apple 執行與 Apple 提供本服務相關的特定工作 (例如處理或儲存資料以及提供客戶服務) 之 Apple 服務供應商提供個人資料。閣下授權選用 Apple Inc. 作為服務供應商及 Apple 可能選用的任何其他服務供應商，唯此等服務供應商須在協議下保護個人資料，保護程度不得低於 Apple 在本協議下處理此等資料的方式，而且不會將此等資料用於本協議條文以外的任何其他用途。此等服務供應商的名單可供索取。如果 Apple 服務供應商未能履行本協議規定的資料保護義務，Apple 將就該 Apple 服務供應商應履行適用法律所要求的義務向閣下承擔全部責任。

B. 披露予第三方。

i. 其他使用者

取決於閣下設定的限制，閣下的學生亦可能使用閣下選擇提供的 Apple 服務和功能 (包括上述服務與功能) 與機構內的其他使用者 (包括其他學生及教師) 分享資料。

此外，若閣下的學生使用自己的「管理式 Apple 帳戶」登入由第三方擁有的裝置 (例如，朋友或父母的 iPad)，他人使用該裝置時即可看見或存取學生「管理式 Apple 帳戶」之相關資料，除非及直至學生登出帳戶。

ii. 第三方產品或服務

若閣下選擇存取、使用、下載、安裝或啟用與本服務共同運作，但不屬於本服務範圍之第三方產品或服務，本服務可於使用此類附加服務之必要範圍內，允許該等產品或服務存取個人資料。當中某些第三方產品或服務也可能向 Apple 提供對個人資料的存取權限，例如，如果閣下允許閣下的學生透過聯合身分供應商登入服務。閣下並無義務使用此類服務相關附加產品或服務，貴機構管理員可依照本合約限制使用該等附加產品或服務。於存取、使用、下載、安裝或允許第三方產品或服務，並與「管理式 Apple 帳戶」一併使用前，閣下應細閱該等第三方產品及服務之條款、政策與實務，以了解其可能自學生收集之資料內容，與使用、分享、儲存方法 (如適用)，以及該等方法是否符合閣下取得之同意。閣下可以透過入口網站取得有關各第三方產品或服務的更多詳情。

C. 其他。

Apple 為執行 Apple 條款，或為保護 Apple 營運或使用者，在其判定合理必要的情況下，可能會揭露閣下或閣下學生的個人資料。此外，Apple 如果發生重組、合併或出售事宜，Apple 將轉移閣下所提供之任何和所有個人資料予相關當事人。

5. 存取、更正和刪除

Apple 允許閣下存取、更正或刪除閣下學生之「管理式 Apple 帳戶」相關資料。閣下可以透過入口網站刪除與閣下「管理式 Apple 帳戶」關聯的資料。如有疑問，閣下可前往以下網站聯絡我們：

<https://www.apple.com/legal/privacy/contact/>。

6. 家長/監護人審閱及刪除資料

在中小學 (K-12) 擁有「管理式 Apple 帳戶」之學生終端使用者的家長或監護人可以聯絡管理員，存取孩子的個人資料或要求刪除。如果家長或監護人希望停止進一步收集其孩子的個人資料，家長或監護人可以要求管理員使用可用的服務控制，以限制其孩子存取某些功能，或者完全刪除的帳戶。

Apple 的私隱政策詳見 <https://www.apple.com/legal/privacy/>，且在符合本聲明和本協議第 3 節的範圍內以參照方式納入本協議。對於透過「管理式 Apple 帳戶」使用本服務，**如果 Apple 私隱政策與本聲明和本協議的第 3 節有抵觸，概以本聲明和本協議的第 3 節為準。**

請注意：本聲明不適用於任何第三方 app 的資料收集。採購或下載第三方 app 供學生以「管理式 Apple 帳戶」使用前，請閣下務必檢視該第三方 app 的條款、政策和實際措施。

附錄 B

大量內容服務附錄

以下條款是《Apple School Manager 協議》的補充，適用於閣下對大量內容服務的使用。

注意：大量內容服務僅限位於大量內容服務可用的國家或地區，或在此等國家或地區有可驗證業務之機構使用。相關國家或地區的名單詳見 <https://support.apple.com/102867>。如果貴機構不符合此地理要求，則無權使用大量內容服務，而與大量內容服務相關的特定條款亦不適用於貴機構。

1. 大量內容服務的使用

- A.** 閣下可以使用大量內容服務來批量授權或購買內容，但僅限分發予授權使用者並供其使用：(a) 機構可在 App Store 上取得的 app 及其他內容，包括根據《Apple 媒體服務條款及細則》在該等 app 中提供的訂閱項目 (定義見以下第 3(A) 節) (「**App Store 內容**」)，或 (b) 機構可在 Apple Books 上取得的 Apple Books、電子書、有聲書及其他內容 (「**Apple Books 內容**」) (視乎適用情況而定) (統稱「**大量內容服務**」)。閣下根據本協議授權或取得的 App Store 內容將構成「**App Store 大量內容**」，而閣下根據本協議授權或取得的 Apple Books 內容則構成「**Apple Books 大量內容**」。App Store 大量內容及 Apple Books 大量內容會合併納入本協議第 10(M) 節所述的「大量內容」定義範圍內。
- B.** 閣下同意貴機構使用大量內容服務和大量內容時須遵守本協議 (為清晰起見，包括本《大量內容服務附錄》)，及在此以提述方式納入的《Apple 媒體服務條款及細則》(<http://www.apple.com/legal/internet-services/itunes/>) (以下統稱「**條款**」)。如有任何衝突或不一致，概以本協議為準，而非 Apple 媒體服務條款及細則。
- C.** 閣下同意僅使用具有適當權限 (例如管理員或內容管理員) 的帳戶，透過大量內容服務購買、管理和分發大量內容。

2. App Store 內容銷售

- A.** 大量內容服務僅於貴機構所在國家、地區或屬地 (以下稱「**地區**」) 向閣下提供。
- B.** App Store 內容代碼只能分發予閣下區域內的授權使用者，並供其兌換。然而，App Store 大量內容可以透過管理式分發方式 (定義見下文)，指派給此等 App Store 大量內容可供商業使用的任何國家/地區之授權使用者，條件可能隨時變更。
- C.** 閣下透過「大量內容服務」購買 App Store 內容僅限於所在地區的 App Store，任何後續下載或指派均不會在閣下與任何其他 Apple 實體之間建立單獨的協議或銷售交易。閣下同意不會使用大量內容服務來規避任何國家或地區的法律，或大量內容供應商所訂定的限制。

3. 訂閱大量內容

- A.** 大量內容服務可讓閣下以訂閱形式存取特定的 **App Store** 內容 (「**訂閱項目**」)。訂閱項目會在指定續訂日期 (「**續訂日期**」) 自動續訂, 直至取消為止。閣下可隨時在帳戶設定的「**App 與書籍**」部分取消或修改訂閱項目。取消後, 與訂閱項目相關的授權將保留在帳戶中, 直至下個續訂日期為止。
- B.** 如果訂閱項目價格上調, 閣下將會收到通知。如有需要, 閣下可能需要在續訂日期前同意為訂閱項目續期。如未予同意, 適用的訂閱項目將不會續期, 並由當時的續期日期起取消。
- C.** 費用將於訂閱續訂日前二十四 (24) 小時內向閣下收取。如果 **Apple** 基於任何原因 (例如付款方式過期或餘額不足) 無法向閣下的指定付款方式收費, 閣下可能無法再取用訂閱項目, 直至閣下更新付款方式為止。
- D.** 不論訂閱項目相關許可是否已指派給授權使用者, 訂閱項目費用一律會向閣下收取。

4. 付款、稅項和退款政策

- A.** 閣下同意閣下機構將為透過機構帳戶購買的所有大量內容付費, 閣下或機構帳戶的任何其他購買者均獲授權代表機構進行此類購買, 且 **Apple** 可以儲存閣下的付款方式, 並就任何所購大量內容 (包括任何訂閱項目續期)、帳戶可能應付或與之相關的任何額外費用 (包括任何稅項和延遲費, 如適用) 透過有關付款方式收費。閣下有責任準時支付所有費用, 並有責任向 **Apple** 提供有效的付款方式以支付所有費用。所有費用將以閣下在註冊過程中指定的付款方式, 或按條款更新的付款方式收取。
- B.** 閣下同意按照要求, 為貴機構提供並維持準確和完整的帳單及付款資料, 以完成購買。
- C.** 總價包括大量內容價格, 以及在購買時根據付款方地址和交易稅率所計算的任何適用交易稅 (銷售稅、增值稅、商品及服務稅或類似稅項)。我們只會在數碼商品應課稅的情況下才收取稅項。閣下理解並同意, 閣下應負責確定並支付因閣下將大量內容指派給貴機構所在地區以外地區的授權使用者所衍生的任何稅項或徵費。
- D.** 如果閣下的訂單由免稅機構或個人代為建立, 請透過 <https://support.apple.com/business-education-programs> 聯絡支援團隊。請準備好提供免稅資格證明。
- E.** 透過大量內容服務提供的大量內容價格可能會隨時變更, 而且大量內容服務不會在降價或促銷時提供價格保障或退款。
- F.** 所有大量內容銷售均為最終交易。儘管有前述規定, 如果大量內容在交易完成後但在初次下載前無法使用, 閣下唯一的補救措施為退款。如果退款獲批, **Apple** 保留權利停用未使用的內容代碼 (定義如下), 並且保留透過「管理式分發」指派 **App Store** 內容的能力 (定義見下方)。如有技術問題妨礙或不合理地延遲傳送大量內容, 閣下的專屬和唯一彌償就是重發大量內容許可證或退還已付價格, 並由 **Apple** 決定。
- G.** 如果貴機構位於台灣, 則閣下必須應要求向 **Apple** 提供「統一商業編號」。
- H.** 如果貴機構位於菲律賓, 則閣下表示自己屬於 (i) 政府部門/機構 (包括公立學校) 或 (ii) 經商 (包括私立學校)。如果貴機構經商, 則閣下必須應要求向 **Apple** 提供「菲律賓納稅人身分識別號碼」。

5. 大量內容平衡

- A.** 大量內容的未用餘額不可兌換現金，亦不可退回以申請現金退款 (除非法律有所規定)、轉售、用於購買 Apple Gift Card，或在 Apple Retail Store 內使用。
- B.** 在閣下的地區所購大量內容的未用餘額，只能透過閣下所在地區的大量內容服務兌換。
- C.** 若大量內容餘額遺失或被盜，Apple 概不負責。如果所購買的大量內容是以欺詐方式取得或用於大量內容服務，Apple 保留權利關閉有關帳戶並要求其他形式的付款。
- D.** 對於閣下的大量內容餘額、大量內容、內容代碼或大量內容服務計劃，Apple 及其獲授權者、關聯公司和許可人概不作任何明示或暗示的保證，包括適銷性或是否適合合作特定用途。這些限制可能不適用於閣下。

6. 審計權

- A.** 由於 Apple 可能會審核客戶在大量內容服務下的購買行為，以確保客戶只訂購合資格的購買項目，而且所有購買條件和使用規則均已得到遵守 (為清晰起見，包括本協議的條文)，因此閣下同意對全部所購的大量內容保留完整和準確的記錄。如果在遞送後審核結果顯示 (或 Apple 以其他方式發現) 閣下在下訂單時進行的購買不合資格，或者閣下尚未遵守所有適用的購買條件，Apple 可能會：
 - i. 停用管理式 Apple 帳戶；
 - ii. 如果閣下透過信用卡下單，我們將向閣下的信用卡收取閣下透過大量內容服務為已遞送商品所支付的金額，與 Apple 就相同商品向公眾收取的價格之間的差額 (受以下第 6(B) 節約束)，並由閣下下單的日期起生效；及
 - iii. 如果閣下以信用卡以外的方式付款，(a) 須於發票日期起計十五日內，支付閣下透過 Apple 大量內容服務為已遞送商品支付的金額，與 Apple 就相同商品向公眾收取的價格之間的差額 (受以下第 6(B) 節約束)；及 (b) 如果閣下未能按時繳付發票金額，我們會根據本協議第 10(H) 節向閣下提出法律訴訟，而勝訴方有權獲得律師費。
- B.** 如果 Apple 不提供閣下透過大量內容服務購買的特定商品，我們將向閣下的付款方式收費，或者收取閣下透過大量內容服務就已遞送商品已付的金額，與 Apple 就最接近同等商品向公眾收取的價格之間的差額，並由閣下下訂單當日起生效。
- C.** Apple 有權要求閣下提供補充資料及審核相關記錄，以確認閣下已遵守本條款。

7. 大量內容可用性

Apple 保留更改大量內容選項 (包括特定功能資格) 的權利，而無需另行通知。

8. 內容分發方式

A. 大量內容可以分發予閣下的授權使用者 (詳見下文第 9 及第 10 條, 各情況受其約束) :

- i. 透過由 Apple 生成的字母數字代碼 (「**內容代碼**」) 分發, 該代碼可於 App Store 兌換特定 App Store 內容 (不包括訂閱項目), 或於 Apple Books 兌換特定 Apple Books 內容 ;
- ii. 透過將大量內容指派予與授權使用者相關聯的特定 Apple 帳戶或管理式 Apple 帳戶 (「**使用者指派**」) ;
- iii. 僅限 App Store 大量內容, 可透過直接指派至由閣下或授權使用者擁有或控制的唯一 iOS、watchOS、iPadOS、macOS、tvOS 或 visionOS 裝置 (「**裝置指派**」 ; 而使用者指派及裝置指派各為「**管理式分發**」), 在此情況下 : (a) 每部唯一裝置必須分別購買 (即單一授權不得同時由多部裝置共用) ; 及 (b) 就授權使用者所涉及的 App Store 大量內容相關之終端使用者授權協議、使用條款或其他協議而言, 閣下將被視為「終端使用者」 ;

B. 僅為方便閣下, Apple 同意允許閣下 : (1) 使用單一內容代碼將 App Store 內容同步至多部裝置, 數量以閣下購買的代碼數量為限 (無需為每部裝置分別兌換代碼), 前提是閣下同意同步的副本數量不得超過閣下購買的代碼數量 ; 及 (2) 購買同一 Apple Books 內容的多份副本, 並分發予授權使用者兌換。這些便利措施可能只在有限的時間內提供, Apple 不保證這些便利措施在未來是否可用。

9. 內容代碼分發

A. 對於購買項目, Apple 可能會向閣下提供閣下在購買時指定數量的內容代碼, 每個代碼都可以 (i) 在 App Store 中兌換所購買的特定 App Store 大量內容 (不包括訂閱項目) ; 或 (ii) 在 Apple Books 中兌換所購買的特定 Apple Books 大量內容。執行購買程序後, 系統會透過電郵以電子形式向閣下提供內容代碼, 而該等內容代碼應可立即供授權使用者兌換, 且不設到期日, 視乎供應情況而定。閣下和/或閣下的授權使用者只能根據本條款兌換內容代碼。App Store 大量內容的每個內容代碼都必須兌換到貴機構或閣下的授權使用者所擁有和控制的 Apple 帳戶。Apple Books 大量內容的每個內容代碼都必須兌換到授權使用者所擁有或控制的 Apple 帳戶。閣下了解並同意, 兌換 Apple 帳戶的擁有者將成為 (i) App Store 大量內容副本的獲授權人 ; (ii) Apple Books 大量內容副本的擁有者, 並享有一切相關權利。此類許可證或內容不可轉讓。

B. 閣下只可將內容代碼分發給閣下的授權終端使用者, 並同意在用於分發內容代碼的工具 (例如認證、卡、電郵) 上, 視乎所購內容類型提供以下授權終端使用者條款及細則 :

<https://www.apple.com/legal/internet-services/itunes/giftcards/ww/>。

10. 管理式分發 (使用者指派及裝置指派)

完成購買大量內容後, 閣下將有權向授權使用者指派 : (i) 閣下已購買並按所選數量透過使用者指派分配之特定 Apple Books 大量內容 ; 或 (ii) 閣下已購買並按所選數量透過使用者指派或裝置指派分配的

特定 App Store 大量內容；前提是，閣下的授權使用者必須 (i) 擁有有效的 Apple 帳戶或管理式 Apple 帳戶 (須接受條款)，以及相容的硬件、軟件及互聯網連線；及 (ii) 接受閣下透過 MDM 解決方案發出的邀請，將其 Apple 帳戶或裝置 (如適用) 與閣下的機構建立關聯。此權利不會到期，視乎特定產品的供應情況而定，但就訂閱項目而言，此權利僅在閣下已付費的訂閱期內有效。

11. 其他限制；確認事項

- A.** 閣下不得轉售或接受任何形式的補償以換取分發大量內容，亦不得分發或授權分發大量內容給獲授權使用者以外的任何人士。對於大量內容的使用，以及由此對內容供應商或 Apple 造成的任何損失或法律責任，閣下須承擔一切責任。
- B.** 閣下不得將大量內容出口至區域以外使用，也不得聲稱閣下有權或有能力這樣做。閣下只能在本條款允許的範圍內，將 App Store 大量內容指派給區域以外的授權使用者。
- C.** 閣下不可在資料庫類型的租借情境下使用 **Apple Books** 大量內容。閣下了解並同意，獲指派 **Apple Books** 產品的 **Apple** 帳戶擁有者將成為該產品的擁有者，並有權獲享所有相關權利，但受本條款約束。此類產品不可轉讓。
- D.** 閣下將保留 App Store 大量內容的擁有權，不論其是否已指派給授權使用者的 Apple 帳戶、管理式 Apple 帳戶或特定裝置 ID。閣下可以在特定服務限制下，撤銷 App Store 大量內容的指派，並重新指派給其他授權使用者或裝置 ID。一旦閣下撤銷特定使用者或裝置的指派，該使用者或裝置將不再獲授權使用 App Store 大量內容。
- E.** 閣下確認大量內容所有權的遺失和轉移風險，將於大量內容以電子方式傳輸給閣下後轉移給閣下。如果 Apple 確定大量內容是以欺詐手段取得或使用，Apple 保留權利關閉任何及所有適用的 Apple 帳戶，並要求其他形式的付款。
- F.** 使用「大量內容服務」即表示閣下同意所得的大量內容，是供閣下和閣下的授權使用者代閣下使用。

12. 額外責任免責聲明

對於因使用、誤用、依賴、無法使用、中斷、暫停或終止大量內容服務或大量內容而引起的任何損害或損失，或因閣下的授權使用者使用前述內容而引起的任何申索，Apple 概不負責。

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 agree that You have read and understand these terms, and 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 Accounts 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 Accounts 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 4(D) of this Agreement. You agree to use the Service only in compliance with this Agreement, the Documentation, 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 Accounts for End Users and make the features of the Service available. Once You create the Managed Apple Accounts 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 Accounts. You are responsible for determining and selecting the Service features You wish to provide to Your End Users.

C. Device Transfer. You will not resell any Authorized Devices with Device Enrollment Settings enabled and agree to remove Authorized Devices from the Services prior to reselling them or transferring them to third parties in any way.

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 support Your use and Your End Users' use of 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 Account, such as name, Institution, enrolled classes, role, contact information such as email address and phone number, grade level, employment information, 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 Account, including without limitation those services outlined in Section 1(A) above, Section 4(D) below, Apple Services, and services outlined in Exhibit A for student End Users. Additionally, Apple may process Personal Data 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. 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 3(A) 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 Privacy 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 CCPA or other applicable data protection laws and regulations.

In addition, Apple and its affiliates and agents may collect, create and process aggregated statistical diagnostic, technical, usage and related information, in a way that does not personally identify Your End Users in order to provide and improve the Service.

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 3(C) 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 3(D), Apple shall demonstrate compliance by providing you with a copy of Apple Inc.'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 in locations as included in Apple's ISO Certifications, generally in locations closest to the End User. The keys required to decrypt the data are stored in the United States of America. 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 3(E) 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 3(F).

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. If You are located within the European Union, the following additional terms related to Regulation (EU) 2023/2854 apply:

<https://support.apple.com/guide/deployment/depe03a2705f>.

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 student End Users, including 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 Account, You should review the terms, policies and practices of the third-party products and services to understand what data they may collect from Your 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 the Documentation, and You will inform Your End Users of, and enforce, the restrictions set forth in this Agreement and the Documentation. 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 Account 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 of Your Managed Apple Accounts, 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 Accounts.

C. End User Notice. Administrators will have the ability to monitor, access or disclose End User data associated with Managed Apple 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 support You and Your End Users’ use of 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 Accounts; Features and Services. A Managed Apple Account is the account username 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 Accounts for Your End Users. When You create Managed Apple Accounts 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 Accounts. 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 Account

1. Devices and Accounts. Use of Managed Apple Accounts 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 Accounts that may be created and the number of devices associated with a Service account.

2. Your rights to the Managed Apple Accounts. Unless otherwise required by law or this Agreement, You agree that each Managed Apple Account is non-transferable between individual End Users, and between Institutions.

ii. Find My iPhone. Find my iPhone is automatically disabled for all Managed Apple Accounts. 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 Account 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 Accounts 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 Accounts 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 Accounts 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 usernames, passwords and account information.

iv. **Backup.** Authorized Devices that are not shared devices will periodically create automatic backups that are transmitted to the Service when the user is logged in with their Managed Apple Account 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 Account. 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 Accounts, 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 Account 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 schoolwork and assignments using a Managed Apple Account.

1. **iCloud File Sharing.** When you share a file using Schoolwork in connection with a Managed Apple Account, 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 Account. 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 Accounts 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 Account from the Student Progress feature, all student progress Personal Data associated with that Managed Apple Account will be deleted in accordance with Section 3(L)(i).

vii. **Third-Party Apps.** If You make available any third-party apps for Your End Users to sign into with their Managed Apple Accounts, You agree to allow such apps to store data in the accounts associated with Your End Users' Managed Apple Accounts, 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 Account 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 Accounts, 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 Account 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 non-student 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 Account 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 Accounts. 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 Accounts 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 Content Service 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 Content Service.** Purchases You choose to transact through the Volume Content Service are (i) subject to the terms of the Volume Content Service Addendum attached to this Agreement; 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 of 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 Accounts and/or access to the Service upon the occurrence of any of the following: (a) violations of this Agreement, including but not limited to, Section 4(A). ("Use Restrictions"), or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request 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; (f) You or any entity or person that directly or indirectly controls You, or is under common control with You (where "control" has the meaning defined in Section 11(D)), are or become subject to sanctions or other restrictions in the countries or regions where the Service is available; or (g) 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 Accounts, 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 11(L) (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. INDEMNIFICATION

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

9. 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 9 AND 10 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.

10. 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.

11. 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.

You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions where the Service is available, (b) doing business in any of the US embargoed countries or regions, and (c) a military end user as defined and scoped in 15 C.F.R § 744. As used in this Section 11(D), "control" means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

E. 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 Products", 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 Products, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

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 11(M).

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 Accounts, and other tasks relevant to administering the Service, in compliance with the terms of this Agreement.

"Apple" as used herein means:

- Apple Inc., located at One Apple Park Way, Cupertino, California, 95014, United States for users in the United States, including Puerto Rico;
- Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada for users in Canada;
- iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Japan for users in Japan;
- Apple Services Pte. Ltd., located at 7 Ang Mo Kio Street 64, Singapore for users in South Korea;

- Apple Pty Limited, located at Level 2, 20 Martin Place, Sydney NSW 2000, Australia, for users in Australia, New Zealand, including in any of their territories and affiliated jurisdictions;
- Apple Services LATAM LLC, located at 2811 Ponce de Leon Boulevard, Floor 12, Coral Gables, Florida 33134, U.S.A., for users in Mexico, Central or South America, or any Caribbean country or territory (excluding Puerto Rico); and
- Apple Distribution International Ltd., located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for users in all other countries or territories not specified above in which the Service is offered.

“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, iPadOS, macOS, tvOS, visionOS, watchOS, Classroom, Schoolwork, 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 (including hardware purchased or donated by parents for use by Institution), that have been designated for use only by End Users and that meet the applicable technical specifications and requirements for use in the Service. Personally owned 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.

“Documentation” means the technical or other specifications or documentation that Apple may provide to You for use in connection with the Service, and includes the Apple Deployment Guide for Education.

“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 Account. 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 Account 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 Accounts and iCloud storage connected to such Managed Apple Accounts, 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.

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

“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

1. YOUR STUDENTS' MANAGED APPLE ACCOUNT

With the Managed Apple Account You create, students will be able to take advantage of the Apple apps, features, and services You choose to make available for educational purposes as described in the Apple School Manager User Guide (<https://support.apple.com/guide/apple-school-manager/axm171b3ee95/1/web>). For example, students can use their Managed Apple Accounts 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 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
- Add a supported student ID card or a corporate access pass to Wallet.

Students will also be able to take advantage of any third-party products or services You choose to access, use, download, install, or enable, as described in Section 3(O) of the Agreement.

Apple, acting as Your data processor, will not knowingly collect, use, or disclose any Personal Data from Your students unless instructed by You. You acknowledge that You are responsible for a legal basis for processing, including where necessary, obtaining consent from, and providing sufficient notice to, students and/or parents, where required under applicable law, to create Managed Apple Accounts, to allow Apple to provide the Service using the Managed Apple Accounts, 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 Accounts for Your students is an Administrator from Your Institution with authority to provide consent on Your behalf.

2. COLLECTION OF PERSONAL DATA

A. Managed Apple Account Creation. Apple may receive the following Personal Data if provided by You or on Your behalf to create a Managed Apple Account 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.

B. Use of Apple Services and Third-Party Products and Services with a Managed Apple Account Apple may collect Personal Data associated with Your students' use of the Apple features and services, as well as third-party products 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. If You enable communication and collaboration services and apps offered by Apple, Apple may collect, and Your students may be able to make Personal Data available to other users depending on the configuration You select. For example, You can choose to turn on FaceTime and iMessage, and allow Your students to use these apps with only other users in Your Institution, or anyone inside and outside of your Institution. You can also choose to allow Your students to collaborate on files created using Keynote, Numbers, and Pages with any other user with an Apple Account, or only with other users using a Managed Apple Account from Your Institution.

In addition, Apple and its affiliates and agents may collect, create, and process aggregated statistical diagnostic, technical, usage and related information data in a way that does not personally identify Your student End Users.

3. USE OF PERSONAL DATA

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 to support You or Your End Users' use of the Service for educational purposes and to comply with applicable law; 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.

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 Accounts created through the Service to ensure Your students do not receive targeted advertising. However, non-targeted advertising may still be received on those devices, including 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.

Apple retains Your students' Personal Data only for as long as necessary to fulfill the purposes for which it was collected pursuant to Your instructions, as described above. If You make a request to delete Your students' Managed Apple Accounts via Apple School Manager, information associated with the deleted accounts will be deleted from Apple's servers within 30 days. Student progress data received by Schoolwork is stored until a student leaves a class, according to the class roster in Apple School Manager. When a student leaves a class, data associated with that student is deleted. If You opt-out a student's Managed Apple Account from the Student Progress feature, all student progress data associated with that Managed Apple Account will be deleted within 30 days. If this Agreement is terminated for any reason, Your students' Personal Data will be deleted within a reasonable period of time, but in any case, no longer than 180 days.

4. DISCLOSURE OF PERSONAL DATA

Your students' Personal Data may be disclosed to services providers who act on our behalf or third parties or others at Your direction, including, as described below, through features, services, and apps You enable.

A. Disclosure to 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.

B. Disclosure to Third Parties.

i. Other Users

Subject to the restrictions You set, Your students may share information with other users within Your Institution, including 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 Account 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 Account may be visible or accessible to others using the device unless and until the student signs out.

ii. Third-Party Products or 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 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 Account, You should review the terms, policies and practices of the third-party products and services to understand what data they may collect from Your student, how the data may be used, shared and stored, and, if applicable, whether such practices are consistent with any consents You have obtained. You can get additional details on each third-party product or service in the Web Portal.

C. 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.

5. ACCESS, CORRECTION, AND DELETION

Apple provides You with the ability to access, correct, or delete data associated with Your students' Managed Apple Accounts. You can delete data associated with Your Managed Apple Accounts through the Web Portal. If you have questions, you can contact us at <https://www.apple.com/legal/privacy/contact/>.

6. PARENT/GUARDIAN REVIEW AND DELETION OF INFORMATION

The parents or guardians of student End Users with a Managed Apple Account 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 Account.

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 ACCOUNT, YOU SHOULD REVIEW THE TERMS, POLICIES, AND PRACTICES OF SUCH THIRD-PARTY APPS.

EXHIBIT B

Volume Content Service Addendum

The following terms are supplemental to the Apple School Manager Agreement and apply to Your use of the Volume Content Service.

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

1. USE OF THE VOLUME CONTENT SERVICE

A. You may use the Volume Content Service to license or purchase in bulk, solely for distribution to and use by Your Authorized Users: (a) apps and other content available to Your Institution on the App Store, including Subscriptions (as defined in Section 3(A) below) made available within such apps ("**App Store Content**") in accordance with the Apple Media Services Terms and Conditions, or (b) Apple Books, digital books, audiobooks and other content available to Your Institution on Apple Books ("**Apple Books Content**") , as applicable (collectively, the "**Volume Content Service**"). Such App Store Content licensed or acquired by You hereunder shall constitute "**App Store Volume Content**," and such Apple Books Content licensed or acquired by You hereunder shall constitute "**Apple Books Volume Content**." App Store Volume Content and Apple Books Volume Content are collectively included within the definition of 'Volume Content' as set forth in Section 10(M) of the Agreement.

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

C. You agree that You will only use an account with appropriate privileges (e.g. Administrator or Content Manager) to license, purchase, manage and distribute Volume Content from the Volume Content Service.

2. APP STORE CONTENT SALES

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

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

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

3. SUBSCRIPTION VOLUME CONTENT

A. The Volume Content Service may allow you to access specific App Store Content on a subscription basis ("**Subscription**"). Subscriptions automatically renew on a designated renewal

date (“**Renewal Date**”) until cancelled. You may cancel or modify Your Subscriptions at any time in the Apps & Books section of Your account settings. Once cancelled, licenses associated with Your Subscription will remain available in your account until the next Renewal Date.

B. You will be notified if the price of a Subscription increases and, if required, You may need to provide consent for the renewal of the Subscription prior to the Renewal Date. If such consent is not provided, the applicable Subscription will not renew and will be cancelled effective as of the then-current Renewal Date.

C. You will be charged no more than twenty-four (24) hours prior to Your Subscription Renewal Date. If Apple cannot charge Your designated payment method for any reason (such as expiration or insufficient funds), You may lose Subscription access until Your payment method is updated. **D.** Subscription charges will be billed regardless of whether the licenses associated with Your Subscription have been assigned to an Authorized User.

4. PAYMENTS, TAXES, AND REFUND POLICY

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

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

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

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

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

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

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

H. If Your Institution is located in the Philippines, You represent that You are either (i) a government agency (inclusive of public schools) or (ii) engaged in business (inclusive of private

schools). If Your Institution is engaged in business, You are required to provide Your Philippine Taxpayer Identification Number to Apple upon request.

5. VOLUME CONTENT BALANCE

- A.** Unused balances for Volume Content are not redeemable for cash and cannot be returned for a cash refund (except as required by law), resold, used to purchase Apple gift cards, or used in Apple retail stores.
- B.** Unused balances for Volume Content purchased in Your Territory may be redeemed through the Volume Content Service only in Your Territory.
- C.** Apple is not responsible for lost or stolen balances for Volume Content. Apple reserves the right to close accounts and request alternative forms of payment if a purchase for Volume Content is fraudulently obtained or used on the Volume Content Service.
- D.** APPLE, AND ITS LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO YOUR BALANCE FOR VOLUME CONTENT, VOLUME CONTENT, CONTENT CODES, OR THE VOLUME CONTENT SERVICE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE LIMITATIONS MAY NOT APPLY TO YOU.

6. AUDIT RIGHTS

- A.** As Apple may audit the purchases of customers through the Volume Content Service to ensure that only eligible purchases have been ordered and that all purchase conditions and usage rules have been observed (including, for clarity, the provisions hereof), You agree to keep complete and accurate records of all uses of the Volume Content You purchased. Should an audit disclose after delivery (or should Apple otherwise discover) that You made an ineligible purchase at the time You placed Your order or that You have not observed all of the conditions applicable to Your purchase, Apple may:
 - i. Disable Your Managed Apple Account;
 - ii. If You placed Your order by credit card, charge to Your credit card the difference between the amount You paid for the delivered goods via the Volume Content Service and the price that Apple charged the general public for the same goods (subject to Section 6(B) below), in effect on the date that You placed Your order; and
 - iii. If You paid by a means other than credit card, (a) invoice You for the difference between the amount that You paid for the delivered goods via the Volume Content Service and the price that Apple charged the general public for the same goods (subject to Section 6(B) below), payable in fifteen days from the date of the invoice, and (b), should You fail to pay the invoice when due, institute legal action against You in accordance with Section 10(H) of the Agreement, with the prevailing party entitled to attorneys' fees.
- B.** Should Apple not offer the specific products that You purchased via the Volume Content Service, Your payment method will be charged or You will be invoiced the difference between the amount You paid for the delivered goods via the Volume Content Service and the price that Apple charged the general public for the closest equivalent goods, in effect on the date that You placed Your order.
- C.** Apple shall have the right to request supplementary information and audit relevant records to confirm Your compliance with the Terms.

7. VOLUME CONTENT AVAILABILITY

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

8. METHODS OF CONTENT DISTRIBUTION

A. Volume Content may be distributed to Your Authorized User (in each case, subject to, and as further specified in, Sections 9 and 10 below):

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

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

9. CONTENT CODE DISTRIBUTION

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

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

10. MANAGED DISTRIBUTION (USER ASSIGNMENT AND DEVICE ASSIGNMENT)

Upon completion of Your purchase of Volume Content, You will be entitled to assign to Your Authorized User: (i) specific Apple Books Volume Content that You have purchased, in the quantity selected, via User Assignment; or (ii) specific App Store Volume Content that You have purchased, in the quantity selected, either via User Assignment or Device Assignment; provided, that Your Authorized Users must have (i) a valid Apple Account or Managed Apple Account (subject to acceptance of the Terms), and compatible hardware, software and Internet access; and (ii) accepted Your invitation, issued via an MDM solution, to associate their Apple Account or device (if applicable) with Your Institution. This entitlement will not expire, subject to availability of the specific products, except that, with respect to Subscriptions, the entitlement is valid only for the duration of the Subscription term for which You have paid.

11. ADDITIONAL RESTRICTIONS; ACKNOWLEDGMENTS

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

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

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

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

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

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

12. ADDITIONAL LIABILITY DISCLAIMER

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