

2013-0034-1139d30

PLEASE READ THE FOLLOWING LICENSE AGREEMENT TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING OR USING THE APPLE SOFTWARE. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOUR COMPANY/ORGANIZATION AND APPLE.

## iOS Developer Program Enterprise License Agreement

(for in-house, internal use applications)

### Purpose

Your company, organization or educational institution would like to use the Apple Software (as defined below) to develop one or more Internal Use Applications (as defined below) for Apple-branded products running the iOS and to deploy these Applications only for internal use within Your company, organization or educational institution or for limited use by Your customers under Your supervision and control. Apple is willing to grant You a limited license to use the Apple Software to develop and test Your Internal Use Applications, and to deploy such Applications internally and as otherwise permitted herein on the terms and conditions set forth in this Agreement. You may also create Passes (as defined below) for use on Apple-branded products running the iOS under this Agreement.

### 1. Accepting this Agreement; Definitions

#### 1.1 Acceptance

In order to use the Apple Software and related services, You must first agree to this License Agreement. If You do not or cannot agree to this License Agreement, You are not permitted to use the Apple Software or related services. Do not download or use the Apple Software or any related services in that case.

You accept and agree to the terms of this License Agreement on Your company's, organization's, educational institution's, or agency, instrumentality, or department of the federal government's behalf, as its authorized legal representative, by doing either of the following:

- (a) checking the box displayed at the end of this Agreement if You are reading this on an Apple website; or
- (b) clicking an "Agree" or similar button, where this option is provided by Apple.

#### 1.2 Definitions

Whenever capitalized in this Agreement:

"Ad Support APIs" means the APIs that provide the Advertising Identifier and Advertising Preference.

"Advertising Identifier" means a unique, non-personal, non-permanent identifier provided by iOS through the Ad Support APIs that is associated with a particular iOS device.

"Advertising Preference" means the iOS setting that enables an end-user to set an ad tracking preference.

"Agreement" means this iOS Developer Program Enterprise License Agreement, including any attachments which are hereby incorporated by this reference.

"Apple" means Apple Inc., a California corporation with its principal place of business at One Infinite Loop, Cupertino, California 95014, U.S.A.

"Apple Maps Service" means the mapping platform and Map Data provided by Apple via the MapKit API for iOS version 6 or later and for use by You only in connection with Your Internal Use Applications.

"Apple Push Notification" or "APN" means the Apple Push Notification service that Apple may provide to You to enable You to transmit Push Notifications to Your Internal Use Applications or via the MDM Protocol.

"APN API" means the Documented API that enables You to use the APN to deliver a Push Notification to Your Internal Use Application.

"Apple Software" means the SDK, the iOS, the Provisioning Profiles and other pre-release software that Apple provides to You under the Program, including any Updates to any of the foregoing that may be provided to You by Apple.

"Authorized Developers" means Your employees and contractors, members of Your organization or, if You are an educational institution, Your faculty and staff who (a) each have an active and valid Registered Apple Developer account with Apple, (b) have a demonstrable need to know or use the Apple Software in order to develop and test Internal Use Applications, and (c) to the extent such individuals will have access to Apple Confidential Information, each have written and binding agreements with You to protect the unauthorized use and disclosure of such Apple Confidential Information.

"Authorized Test Devices" means iOS Products owned or controlled by You that have been designated by You for testing and development purposes under this Program and specifically registered with Apple for that purpose.

"Compatible Products" means enterprise server software products that enable management of iOS Products and/or OS X Products through the use of the MDM Protocol (which Apple may provide to You at its option), and whose primary purpose is enterprise device management.

"Customer" means a current user of Your products or services or a user to whom you are providing a demonstration of Your products or services.

"Deployment Devices" collectively means Authorized Test Devices and other iOS Products and/or OS X Products owned or controlled by You.

"Documentation" means any technical or other specifications or documentation that Apple may provide to You for use in connection with the Apple Software.

"Documented API(s)" means the Application Programming Interface(s) documented by Apple in published Apple Documentation and which are contained in the Apple Software.

"Employees" means employees and contractors of Your company or organization, or of Your MDM Customer's company or organization. If You are an educational institution, the term "Employees" also includes faculty, staff and students of Your institution, and if You are a hospital, the term "Employees" also includes credentialed physicians, referring physicians and clinicians.

"Entitlement" means an identifier provided by Apple that allows Your Internal Use Application to access certain Apple services.

"FOSS" (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL.

"iCloud" means the iCloud online service provided by Apple that includes remote online storage.

"iCloud Storage APIs" means the APIs that allow storage and retrieval of user-generated documents and other files, and allow storage and retrieval of key value data (e.g., a list of stocks in a finance App, settings for an App) for Internal Use Applications and Multi-Platform Software through the use of iCloud.

"Internal Use Application" means one or more software programs (a) developed by You or for You on a custom basis in compliance with the Documentation and the Program Requirements, (b) for specific use with an iOS Product, and (c) solely for internal deployment to and use by Your Employees or as expressly permitted in Section 2(e), including bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of such software programs. Except as otherwise expressly permitted herein, specifically excluded from Internal Use Applications are any programs or applications that may be used, distributed, or otherwise made available to other companies, vendors (except for vendors who are developing the Internal Use Application for You on a custom basis and therefore need to use or have access to such Application), distributors, resellers, end-users or members of the general public.

"iOS" means the iOS operating system software provided by Apple for use by You only in connection with Your Internal Use Application development and testing, which, from time to time during the Term, may consist of an Apple confidential, pre-release version of the iOS operating system software or a gold master "GM" production, commercially-available version of the iOS operating system software (or any successor thereto).

"iOS Accessory" means a non-Apple branded hardware device that interfaces, communicates or otherwise interoperates with or controls an iPhone and/or iPod touch device through the iPod Accessory Protocol.

"iOS Product" means an Apple-branded product that runs the iOS.

"iPod Accessory Protocol" or "iAP" means Apple's proprietary protocol for communicating with iOS Products and which is licensed under Apple's MFi Licensing Program.

"Limited Advertising Purposes" means frequency capping, conversion events, estimating the number of unique users, security and fraud detection, debugging, and other uses that may be permitted by Apple in Documentation for the Ad Support APIs.

"Local Notification" means a message, including any content or data therein, that Your Internal Use Application delivers to end-users at a pre-determined time or when Your Internal Use Application is running in the background and another application is running in the foreground.

"MFi Licensing Program" means a separate Apple program that offers iOS Accessory developers, among other things, a license to incorporate certain Apple technology into a hardware device to interface, communicate or otherwise interoperate with or control iOS Products.

"MFi Licensee" means a party who has been granted a license by Apple under the MFi Licensing Program.

"Map Data" means any content, data or information provided through the Apple Maps Service including, but not limited to, imagery, terrain data, latitude and longitude coordinates, points of interest and traffic data.

"MapKit API" means the Documented API that enables You to add mapping functionality to Internal Use Applications.

"Mobile Device Management Service" (MDM) means the device management service and related APIs provided by Apple that enables remote management of iOS Products and/or OS X Products. MDM may consist of an Apple confidential, pre-release version of the MDM service and APIs or a production, commercially available version of such service or APIs.

"MDM Certificate" means the Apple-issued digital certificate that is made available either at [identity.apple.com](https://identity.apple.com) to MDM Customers who provide Apple with a validated request, or within the Developer Program portal in connection with the use of a Push Application ID.

"MDM Customer" means a commercial enterprise, such as a business organization, educational institution, or government agency that is a Customer of Your Compatible Products and their Employees. For avoidance of doubt, MDM Customer specifically excludes consumers or personal users.

"MDM Profile" means the unique configuration profile that must be installed on an iOS Product and/or OS X Product to interact with the MDM Service.

"MDM Protocol" means the confidential and proprietary protocol documentation that Apple, at its option, may provide to You under this Agreement to enable You to interact with and query iOS Products and/or OS X Products as expressly permitted herein.

"MDM Signing Certificate" means the Apple-issued digital certificate that Apple, at its option, may provide to You under this Agreement to enable You to authenticate Your MDM Customers to Apple.

"Multi-Platform Software" means other versions of Your software applications (i) that have the same title and substantially equivalent features and functionality as Your Internal Use Application and that are for use on supported versions of OS X and/or supported versions of Windows (as identified in the Documentation), and (ii) that update data with Your Internal Use Application through the use of iCloud.

"Multitasking" means the ability of Internal Use Applications to run in the background while other applications are running on the iOS.

"OS X Product" means an Apple-branded product that runs OS X.

"Pass(es)" means one or more digital passes (e.g., movie tickets, coupons, loyalty reward vouchers, boarding passes, membership cards, etc.) developed by You under this Agreement, under Your own trademark or brand, and which are signed with Your Pass ID.

"Pass ID" means the combination of an Apple-issued certificate and Push Application ID that is used by You to sign Your Passes and/or communicate with the APN.

"Passbook" means Apple's installed iOS feature that has the ability to store and display Passes for use on iOS Products.

"Program" means the overall iOS application development, testing, digital signing, and limited distribution program contemplated in this Agreement.

"Program Requirements" mean the technical, human interface, design, product category, security, performance, and other criteria and requirements specified by Apple, including but not limited to the current set of requirements set forth in Section 3.3, as they may be modified from time to time by Apple in accordance with this Agreement.

"Provisioning Profiles" means the provisioning profiles provided by Apple for use by You in connection with Your Internal Use Application development and testing, and for limited

deployment of Your Internal Use Applications as permitted in this Agreement.

"Push Application ID" means the unique identification number or other identifier that Apple assigns to an Internal Use Application or Pass in order to permit it to access and use the APN, or for use with the MDM Service.

"Push Notification" means a message, including any content or data therein, that You transmit to end-users and that is delivered in Your Internal Use Application and/or to Your Pass within Passbook, or that is delivered to an iOS Product through the use of the MDM Service.

"Service Provider" means a third party who provides a service on Your behalf in accordance with the terms of this Agreement.

"SDK" (Software Development Kit) means the Documentation, software (source code and object code), applications, sample code, simulator, tools, libraries, APIs, data, files, and materials provided by Apple for use by You in connection with Your Internal Use Application development, and includes any Updates that may be provided by Apple to You pursuant to this Agreement.

"Term" means the period described in Section 12.

"Updates" means bug fixes, updates, upgrades, modifications, enhancements, supplements, and new releases or versions of the Apple Software, or to any part of the Apple Software.

"You" and "Your" means and refers to the legal entity (whether the company, organization, educational institution, or governmental agency, instrumentality, or department) using the Apple Software, deploying the Internal Use Applications or otherwise exercising rights under this Agreement.

## **2. Internal Use License and Restrictions**

### **2.1 Permitted Uses and Restrictions**

Subject to the terms and conditions of this Agreement, Apple hereby grants You during the Term, a limited, non-exclusive, personal, revocable, non-sublicensable and non-transferable license to:

- (a) Install a reasonable number of copies of the Apple Software on Apple-branded computers owned or controlled by You, to be used internally by You or Your Authorized Developers for the sole purpose of developing or testing Internal Use Applications;
- (b) Make and distribute a reasonable number of copies of the Documentation to Authorized Developers for their internal use only and for the sole purpose of developing or testing Internal Use Applications;
- (c) Install one (1) copy of the iOS on each of Your Authorized Test Devices, up to the number of Authorized Test Devices that You have acquired licenses for, to be used internally by You or Your Authorized Users for the sole purpose of developing and testing Your Internal Use Applications;
- (d) Distribute Provisioning Profiles only to Your Employees and only in conjunction with Your Internal Use Applications for the purpose of developing and testing Your Internal Use Applications;
- (e) Distribute Provisioning Profiles only to Your Employees in conjunction with Your deployment of Your Internal Use Applications on Deployment Devices for internal use by Your Employees; and
- (f) Allow Your Customers to use Your Internal Use Applications, but only (i) on Your physical premises, or (ii) in other locations, provided all such use is under the direct supervision and

physical control of Your Employees (e.g., a sales presentation to a Customer).

Except as set forth in Section 2.1(f), You may not use, distribute or otherwise make Your Internal Use Applications available to Your Customers or to any third parties in any way.

Apple reserves the right to set the limited number of iOS Products that each Licensee may register as an Authorized Test Device and obtain licenses for under this Program, as specified on the Program web portal.

## **2.2 Authorized Test Devices and Pre-Release Apple Software**

As long as an Authorized Test Device contains any pre-release versions of the Apple Software or uses pre-release versions of services, You agree to restrict access to such Authorized Test Device to Your Authorized Developers and to not disclose, show, rent, lease, lend, sell or otherwise transfer such Authorized Test Device to any third party. You further agree to take reasonable precautions to safeguard, and to instruct Your Authorized Developers to safeguard all Authorized Test Devices from loss or theft.

**You acknowledge that by installing any pre-release Apple Software or using any pre-release services on Your Authorized Test Devices, these Devices may be “locked” into testing mode and may not be capable of being restored to their original condition.** Any use of any pre-release Apple Software or pre-release services are for evaluation and development purposes only, and You should not use any pre-release Apple Software or pre-release services in a commercial operating environment or with important data. You should back up any data prior to using the pre-release Apple Software or pre-release services. Apple shall not be responsible for any costs, expenses or other liabilities You may incur as a result of provisioning Your Deployment Devices or Authorized Test Devices, Your Internal Use Application development or the installation or use of this Apple Software or any pre-release Apple services, including but not limited to any damage to any equipment, or any damage, loss, or corruption of any software, information or data.

## **2.3 Confidential Nature of Pre-Release Apple Software and services**

From time to time during the Term, Apple may provide You with pre-release versions of the Apple Software or related services that constitute Apple Confidential Information and are subject to the confidentiality obligations of this Agreement. Such pre-release Apple Software and related services should not be relied upon to perform in the same manner as a final-release commercial-grade product, nor used with data that is not sufficiently and regularly backed up, and may include features, functionality or APIs for software or services that are not yet available. You acknowledge that Apple may not have publicly announced the availability of such pre-release Apple Software or related services, that Apple has not promised or guaranteed to You that such pre-release software or services will be announced or made available in the future, and that Apple has no express or implied obligation to commercially introduce such software or services or any similar or compatible technology. You expressly acknowledge and agree that any research or development that You perform with respect to pre-release versions of the Apple Software or related services is done entirely at Your own risk.

## **2.4 Copies**

You agree to retain and reproduce in full the Apple copyright, disclaimers and other proprietary notices (as they appear in the Apple Software and related services and Documentation provided) in all copies of the Apple Software and Documentation that You are permitted to make under this Agreement.

## **2.5 Ownership**

Apple retains all rights, title, and interest in and to the Apple Software and any Updates it may make available to You under this Agreement. You agree to cooperate with Apple to maintain Apple's ownership of the Apple Software, and, to the extent that You become aware of any claims relating to the Apple Software, You agree to use reasonable efforts to promptly provide notice of

any such claims to Apple. The parties acknowledge that this Agreement does not give Apple any ownership interest in Your Internal Use Applications or Passes.

## **2.6 No Other Permitted Uses**

Except as otherwise set forth in this Agreement, You agree not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, or sublicense the Apple Software, Apple-issued certificates, or any services, in whole or in part, or to enable others to do so. You may not use the Apple Software, Apple-issued certificates, or any services provided hereunder for any purpose not expressly permitted by this Agreement, including any applicable Attachments. You agree not to install, use or run the SDK on any non-Apple-branded computer, not to install, use or run the iOS and Provisioning Profiles on or in connection with devices other than Your Deployment Devices, or to enable others to do so. You may not and You agree not to, or to enable others to, copy (except as expressly permitted under this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, or create derivative works of the Apple Software, Apple-issued certificates or any services provided by the Apple Software or otherwise provided hereunder, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components or sample code included with the Apple Software). You agree not to exploit any Apple Software, Apple-issued certificates, or services provided hereunder in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity or by harvesting or misusing data provided by such Apple Software, Apple-issued certificates, or services. Any attempt to do so is a violation of the rights of Apple and its licensors of the Apple Software or services. If You breach any of the foregoing restrictions, You may be subject to prosecution and damages. All licenses not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise. This Agreement does not grant You any rights to use any trademarks, logos or service marks belonging to Apple, including but not limited to the iPhone or iPod word marks. If You make reference to any Apple products or technology or use Apple's trademarks, You agree to comply with the published guidelines at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html>, as modified by Apple from time to time.

## **2.7 Updates; No Support or Maintenance**

Apple may extend, enhance, or otherwise modify the Apple Software or services (or any part thereof) provided hereunder at any time without notice, but Apple shall not be obligated to provide You with any Updates to the Apple Software or services. If Updates are made available by Apple, the terms of this Agreement will govern such Updates, unless the Update is accompanied by a separate license in which case the terms of that license will govern. Apple is not obligated to provide any maintenance, technical or other support for the Apple Software or services. You acknowledge that Apple has no express or implied obligation to announce or make available any Updates to the Apple Software or to any services to anyone in the future. Should an Update be made available, it may have APIs, features, services or functionality that are different from those found in the Apple Software licensed hereunder or the services provided hereunder.

## **3. Your Obligations**

### **3.1 General**

You certify to Apple and agree that:

- (a) You are of the legal age of majority in the jurisdiction in which You reside (at least 18 years of age in many countries) and have the right and authority to enter into this Agreement on behalf of Your company, organization, educational institution, or agency, instrumentality, or department of the federal government and to legally bind such entity or organization to the terms and obligations of this Agreement;
- (b) All information provided by You to Apple or Your end-users in connection with this Agreement or Your Application or Your Passes will be current, true, accurate, supportable and complete and, with regard to information You provide to Apple, You will promptly notify Apple of any changes to such information;

- (c) You will comply with the terms of and fulfill Your obligations under this Agreement;
- (d) You agree to monitor and be responsible for Your Employees' use of the Apple Software, services and Deployment Devices, including obtaining any required consents for Your Employees' use of the Apple Software and services, and You agree to monitor and be fully responsible for use of Your Internal Use Applications by Your Employees;
- (e) You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by You, Your Employees and Your Customers in connection with the Apple Software, services, the Deployment Devices, Your Internal Use Applications, Your Passes and Your related development and deployment efforts pursuant to this Agreement; and
- (f) You will not act in any manner which conflicts or interferes with any existing commitment or obligation You may have and no agreement previously entered into by You will interfere with Your performance of Your obligations under this Agreement.

### **3.2 Use of the Apple Software**

As a condition to using the Apple Software and any services, You agree that:

- (a) You will only use the Apple Software and any services for the purposes and in the manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations;
- (b) You will not use the Apple Software or any services for any unlawful or illegal activity, nor to develop any Internal Use Application or Pass which would commit or facilitate the commission of a crime, or other tortious, unlawful or illegal act;
- (c) Your Internal Use Application will be developed in compliance with the Documentation and the Program Requirements, the current set of which is set forth in Section 3.3 below, and any Passes will also be developed in compliance with the Documentation and the Program Requirements;
- (d) To the best of Your knowledge and belief, Your Internal Use Application and/or Pass do not and will not violate, misappropriate, or infringe any Apple or third party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights (e.g., musical composition or performance rights, video rights, photography or image rights, logo rights, third party data rights, etc. for content and materials that may be included in Your Internal Use Application or Pass);
- (e) You will not, through use of the Apple Software, Apple- issued certificates, services or otherwise, create any Internal Use Application, Pass or other code or program that would disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the iOS, this Apple Software, any services or other Apple software or technology, or enable others to do so;
- (f) You will not, directly or indirectly, commit any act intended to interfere with the Apple Software or related services, the intent of this Agreement, or Apple's business practices including, but not limited to, taking actions that may hinder the intended use of the Apple Software or the Program; and
- (g) Internal Use Applications or Passes developed using the Apple Software may only be deployed to and used by Your Employees for internal use purposes or for limited use by Customers on Deployment Devices on Your physical premises or in other locations when the use is under your direct supervision and control as set forth in Section 2.1(f). Except as expressly set forth herein, Internal Use Applications or Passes shall not be used, distributed or made available to other companies, vendors (except for vendors who are developing the Internal Use Application or Pass for You on a custom basis and therefore need to use or have access to such Internal Use Application or Pass), distributors, resellers, end-users or members of the general public in any manner.

### **3.3 Program Requirements for Internal Use Applications and Passes**

Any Internal Use Application developed using this Apple Software must meet all of the following criteria and requirements, as they may be modified by Apple from time to time. Passes are subject to the same criteria:

#### **APIs and Functionality:**



**3.3.1** Internal Use Applications may only use Documented APIs in the manner prescribed by Apple and must not use or call any private APIs.

**3.3.2** An Internal Use Application may not download or install executable code. Interpreted code may only be used in an Application if all scripts, code and interpreters are packaged in the Application and not downloaded. The only exception to the foregoing is scripts and code downloaded and run by Apple's built-in WebKit framework.

**3.3.3** An Internal Use Application that will be used by Customers may not permit commerce, credits or purchases of any kind to be made through the use of such Application. Further, You may not charge Customers in any way for the use of such Application.

**3.3.4** An Internal Use Application may only read data from or write data to the Internal Use Application's designated container area on the device, except as otherwise specified by Apple.

**3.3.5** An Internal Use Application must have at least the same features and functionality when run by a user in compatibility mode on an iPad (e.g., an iPhone app running in an equivalent iPhone-size window on an iPad must perform in substantially the same manner as when run on the iPhone; provided that this obligation will not apply to any feature or functionality that is not supported by a particular hardware device, such as a video recording feature on a device that does not have a camera). Further, You agree not to interfere or attempt to interfere with the operation of Your Internal Use Application in compatibility mode.

**3.3.6** You may use the Multitasking services only for their intended purposes as described in the Documentation.

**User Interface, Data Collection, Local Laws and Privacy:**

**3.3.7** Internal Use Applications must comply with the Human Interface Guidelines and other Documentation provided by Apple.

**3.3.8** Any form of user or device data collection, or image, picture or voice capture or recording (collectively "Recordings"), and any form of data, content or information collection, processing, maintenance, uploading, syncing, storage, transmission, sharing, disclosure or use performed by, through or in connection with Your Internal Use Application must comply with all applicable privacy laws and regulations as well as any related Program Requirements, including but not limited to any notice or consent requirements. In particular, a reasonably conspicuous audio, visual or other indicator must be displayed to the user as part of the Internal Use Application to indicate that a Recording is taking place.

**3.3.9** You and Your Internal Use Applications (and any third party with whom you have contracted to serve advertising) may not collect user or device data without prior user consent, and then only to provide a service or function that is directly relevant to the use of the Internal Use Application, or to serve advertising in accordance with Sections 3.3.12 and 3.3.13. You may not use analytics software in Your Internal Use Application to collect and send device data to a third party.

**3.3.10** You must provide clear and complete information to users regarding Your collection, use and disclosure of user or device data. Furthermore, You must take appropriate steps to protect such data from unauthorized use, disclosure or access by third parties. If a user ceases to consent or affirmatively revokes consent for Your collection, use or disclosure of his or her user or device data, You (and any third party with whom you have contracted to serve advertising) must promptly cease all such use.

**3.3.11** Internal Use Applications must comply with all applicable criminal, civil and statutory laws and regulations, including those in any jurisdictions in which Your Internal Use Applications

may be offered or made available. In addition:

- You and the Internal Use Application must comply with all applicable privacy and data collection laws and regulations with respect to any collection, use or disclosure of user or device data.
- Internal Use Applications may not be designed or marketed for the purpose of harassing, abusing, stalking, spamming, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others.
- Neither You nor Your Internal Use Applications may perform any functions or link to any content, services, information or data or use any robot, spider, site search or other retrieval application or device to scrape, mine, retrieve, cache, analyze or index software, data or services provided by Apple or its licensors, or obtain (or try to obtain) any such data, except the data that Apple expressly provides or makes available to You in connection with such services. You agree that You will not collect, disseminate or use information about Your users for any unauthorized purpose.

#### **Advertising Identifier**

**3.3.12** You and Your Internal Use Applications (and any third party with whom you have contracted to serve advertising) may use the Advertising Identifier, and any information obtained through the use of the Advertising Identifier, only for the purpose of serving advertising. If a user resets the Advertising Identifier, then You agree not to combine, correlate, link or otherwise associate, either directly or indirectly, the prior Advertising Identifier and any derived information with the reset Advertising Identifier. Further, You agree not to combine, correlate, link or otherwise associate, either directly or indirectly, any other permanent, device-based identifier with a user's Advertising Identifier.

#### **Advertising Preference**

**3.3.13** For Internal Use Applications compiled for any iOS version providing access to the Ad Support APIs:

- You agree to check a user's Advertising Preference prior to serving any advertising using the Advertising Identifier, and You agree to abide by a user's setting in the Advertising Preference.
- If a user has set their Advertising Preference to limit ad tracking, You may use the Advertising Identifier, and any information obtained through the use of the Advertising Identifier, only for Limited Advertising Purposes.
- The foregoing restrictions also apply to Your use of any other permanent, device-based identifiers for advertising, and any information obtained through the use of such identifiers.

#### **Location and Maps; User Consents:**

**3.3.14** For Internal Use Applications that use location-based APIs (e.g., Core Location, MapKit API) or otherwise provide location-based services, such Internal Use Applications may not be designed or marketed for automatic or autonomous control of vehicle behavior, or for emergency or life-saving purposes. In addition:

- Internal Use Applications that offer location-based services or functionality must notify and obtain consent from an individual before his or her location data is collected, transmitted or otherwise used by the Internal Use Application.

**3.3.15** If You choose to provide Your own location-based service, data and/or information in conjunction with the Apple maps provided through the Apple Maps Service (e.g., overlaying a

map or route You have created on top of an Apple map), You are solely responsible for ensuring that Your service, data and/or information correctly aligns with any Apple maps used. For Internal Use Applications that use location-based APIs for real-time navigation (including, but not limited to, turn-by-turn route guidance and other routing that is enabled through the use of a sensor), You must have an end-user license agreement that includes the following notice: YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

**3.3.16** Internal Use Applications must not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like, including, but not limited to, those that are intended to notify the user that the user's location data, address book data, calendar, photos, and/or reminders are being collected, transmitted, maintained, processed or used, or intended to obtain consent for such use. If consent is denied or withdrawn, Internal Use Applications may not collect, transmit, maintain, process or utilize such data or perform any other actions for which the user's consent has been denied or withdrawn.

**3.3.17** If Your Internal Use Application uses or accesses the MapKit API from a device running iOS version 6 or later, Your Internal Use Application will access and use the Apple Maps Service. All use of the MapKit API and Apple Maps Service will be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 5 (Additional Terms for the use of the Apple Maps Service). If Your Internal Use Application uses or accesses the MapKit API from a device running iOS version 5 or earlier, Your Internal Use Application will access and use the Google Mobile Maps (GMM) service. Such use of the GMM Service is subject to Google's Terms of Service which are set forth at: <http://code.google.com/apis/maps/terms/iPhone.html>. If You do not accept such Google Terms of Service, including, but not limited to all limitations and restrictions therein, You may not use the GMM service in Your Internal Use Application, and You acknowledge and agree that such use will constitute Your acceptance of such Terms of Service.

#### **Content and Materials:**

**3.3.18** Any master recordings and musical compositions embodied in Your Internal Use Application must be wholly-owned by You or licensed to You on a fully paid-up basis and in a manner that will not require the payment of any fees, royalties and/or sums by Apple to You or any third party. In addition, if Your Internal Use Application will be deployed outside of the United States, any master recordings and musical compositions embodied in Your Internal Use Application (a) must not fall within the repertoire of any mechanical or performing/communication rights collecting or licensing organization now or in the future and (b) if licensed, must be exclusively licensed to You for Your Internal Use Application by each applicable copyright owner.

**3.3.19** If Your Internal Use Application includes or will include any other content, You must either own all such content or have permission from the content owner to use it in Your Internal Use Application.

**3.3.20** Internal Use Applications may not contain content or materials of any kind (text, graphics, images, photographs, etc.) that in Apple's reasonable judgment may be found objectionable or inappropriate, for example, materials that may be considered obscene, pornographic, or defamatory.

**3.3.21** Internal Use Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect the Apple Software, services, iOS Products, or other software, firmware, hardware, data, systems, services, or networks.

**3.3.22** If Your Internal Use Application includes any FOSS, You agree to comply with all applicable FOSS licensing terms. You also agree not to use any FOSS in the development of

Your Internal Use Application in such a way that would cause the non-FOSS portions of the Apple Software to be subject to any FOSS licensing terms or obligations.

**3.3.23** Your Internal Use Application may include promotional sweepstake or contest functionality provided that You are the sole sponsor of the promotion and that You and Your Internal Use Application comply with any applicable laws and fulfill any applicable registration requirements in the country or territory where You make such application available and the promotion is open. You agree that You are solely responsible for any promotion and any prize, and also agree to clearly state in binding official rules for each promotion that Apple is not a sponsor of, or responsible for conducting, the promotion.

**3.3.24** Your Internal Application may include a direct link to a page on Your web site where you include the ability for an end-user to make a charitable contribution, provided that You comply with any applicable laws (which may include providing a receipt), and fulfill any applicable regulation or registration requirements, in the country or territory where You enable the charitable contribution to be made. You also agree to clearly state that Apple is not the fundraiser.

#### **iOS Accessories:**

**3.3.25** Your Internal Use Application may interface, communicate, or otherwise interoperate with or control an iOS Accessory (as defined above) through Bluetooth or Apple's 30-pin dock connector only if (i) such iOS Accessory is licensed under Apple's MFi Licensing Program at the time that You initially submit Your Internal Use Application, (ii) the MFi Licensee has added Your Internal Use Application to a list of those approved for interoperability with their iOS Accessory, and (iii) the MFi Licensee has received approval from the Apple MFi Licensing Program for such addition.

#### **Regulatory Compliance for Health, Medical and Related Apps:**

**3.3.26** You will fulfill any applicable regulatory requirements, including full compliance with all applicable laws, regulations, and policies related to the manufacturing and use of Your Internal Use Application in the United States pursuant to this Agreement, and in particular the requirements of the U.S. Food and Drug Administration ("FDA"), and the laws, regulations and policies of any other applicable regulatory bodies in any countries or territories where Your Internal Use Application is made available. However, You agree that You will not seek any regulatory permissions or make any determinations that may result in any Apple products being deemed regulated or that may impose any obligations or limitations on Apple. You represent and warrant that You will fully comply with any applicable laws, regulations, and policies, including but not limited to all FDA laws, regulations and policies, related to the use of Your Internal Use Application in the United States, as well as in other countries or territories where You plan to make Your Internal Use Application available in accordance with the terms and conditions of this Agreement. You also represent and warrant that You will only use Your Internal Use Application for its cleared or approved intended use/indication for use, and only in strict compliance with applicable regulatory requirements. Upon, Apple's request, You agree to promptly provide any such clearance documentation. Further, You agree to promptly notify Apple in accordance with the procedures set forth in Section 15.6 of any complaints or threats of complaints regarding Your Internal Use Application in relation to any such regulatory requirements.

#### **Cellular Network:**

**3.3.27** If an Internal Use Application requires or will have access to the cellular network, then additionally such Internal Use Application:

- Must comply with Apple's best practices and other guidelines on how Internal Use Applications should access and use the cellular network; and

- Must not in Apple's reasonable judgment excessively use or unduly burden network capacity or bandwidth.

**3.3.28** Because some mobile network operators may prohibit or restrict the use of Voice over Internet Protocol (VoIP) functionality over their network, such as the use of VoIP telephony over a cellular network, and may also impose additional fees, or other charges in connection with VoIP, You agree to inform Your Employees, prior to use, to check the terms of agreement with their operator. In addition, if Your Internal Use Application allows Your Employees to send SMS messages, then You must inform such users, prior to use of such functionality, that standard text messaging rates or other carrier charges may apply to such use.

**APN (Apple Push Notification service) or Local Notifications:**

**3.3.29** All use of Push Notifications via the APN or Local Notifications must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 1 (Additional Terms for Apple Push Notification service and Local Notifications).

**Mobile Device Management Service:**

**3.3.30** All use of the MDM Service must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 2 (Additional Terms for the MDM Service).

**iCloud Storage:**

**3.3.31** All use of the iCloud Storage APIs, as well as Your use of the iCloud service under this Agreement, must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 3 (Additional Terms for the use of iCloud).

**Passbook:**

**3.3.32** Your development of Passes, and use of the Pass ID and Passbook under this Agreement, must be in accordance with the terms of this Agreement (including the Program Requirements, where applicable) and Attachment 4 (Additional Terms for Passes).

**Additional Services or End-User Pre-Release Software:**

**3.3.33** From time to time, Apple may provide access to additional services or pre-release Apple Software for You to use in connection with Your Applications, or as an end-user for evaluation purposes. Some of these may be subject to separate terms and conditions in addition to this Agreement, in which case Your usage will also be subject to those terms and conditions. Such services or software may not be available in all languages or in all countries, and Apple makes no representation that they will be appropriate or available for use in any particular location. To the extent You choose to access such services or software, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. To the extent any such software includes Apple's FaceTime or Messages feature, You acknowledge and agree that when You use such features, the telephone numbers and device identifiers associated with Your Authorized Test Devices, as well as email addresses and/or Apple ID information You provide, may be used and maintained by Apple to provide and improve such software and features. Certain services made accessible to You through the Apple Software may be provided by third parties. You acknowledge that Apple will not have any liability or responsibility to You or any other person (including to any end-user) for any third-party services or for any Apple services. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any services at any time. In no event will Apple be liable for the removal of or disabling of access to any such services. Further, upon any commercial release of

such software or services, or earlier if requested by Apple, You agree to cease all use of the pre-release Apple Software or services provided to You as an end-user for evaluation purposes under this Agreement.

**3.3.34** If Your Internal Use Application accesses the Twitter service through the Twitter API, such access is subject to Twitter terms of service set forth at: <http://dev.twitter.com>. If You do not accept such Twitter terms of service, including, but not limited to all limitations and restrictions therein, You may not access the Twitter service in Your Internal Use Application through the use of the Twitter API, and You acknowledge and agree that such use will constitute Your acceptance of such terms of service.

**3.3.35** If Your Internal Use Application accesses data from an end-user's Address Book through the Address Book API, You must notify and obtain consent from the user before his or her Address Book data is accessed or used by Your Internal Use Application. Further, Your Internal Use Application may not provide an automated mechanism that transfers only the Facebook Data portions of the end-user's Address Book altogether to a location off of the end-user's device. For the sake of clarity, this does not prohibit an automated transfer of the user's entire Address Book as a whole, so long as user notification and consent requirements have been fulfilled; and does not prohibit enabling users to transfer any portion of their Address Book data manually (e.g., by cutting and pasting) or enabling them to individually select particular data items to be transferred.

#### **4. Changes to Program Requirements or Terms**

Apple may change the Program Requirements or the terms of this Agreement at any time. New or modified Program Requirements will not retroactively apply to Internal Use Applications already in deployment. In order to continue using the Apple Software or any services, You must accept and agree to the new Program Requirements and/or new terms of this Agreement. If You do not agree to new Program Requirements or new terms, Your use of the Apple Software and any services will be suspended or terminated by Apple. You agree that Your acceptance of such new Agreement terms or Program Requirements may be signified electronically, including without limitation, by Your checking a box or clicking on an "agree" or similar button. Nothing in this Section shall affect Apple's rights under Section 8 below.

#### **5. Digital Signing; Restrictions on Certificates and Provisioning Profiles**

All Internal Use Applications must be signed with an Apple-issued certificate in order to be installed on Deployment Devices. All Passes must be signed with a Pass ID to be recognized and accepted by Passbook. During the Term of this Agreement, You may obtain development-related digital certificates from Apple, subject to a maximum number as reasonably determined by Apple, that will allow Your Internal Use Application and Your Pass to be installed and tested on Your Authorized Test Devices. You may also obtain, during the Term, one or more production digital certificates from Apple, subject to a maximum number as reasonably determined by Apple, to be used to sign Your Internal Use Application(s) for use on Deployment Devices. In addition, Apple may provide You with certificates for use with the MDM Service and other Apple services.

In relation to this, You represent and warrant to Apple that: (a) You will not take any action to interfere with the normal operation of any Apple-issued digital certificates or Provisioning Profiles; (b) You are solely responsible for preventing any unauthorized person from having access to Your Provisioning Profiles, digital certificates and corresponding private keys and You will use best efforts to safeguard Your Provisioning Profiles, digital certificates and corresponding private keys from compromise; (c) You agree to immediately notify Apple in writing if You have any reason to believe there has been a compromise of any of Your Provisioning Profiles, digital certificates or corresponding private keys; (d) You will not provide or transfer Apple-issued digital certificates or Provisioning Profiles provided under this Program to any third party (except for a third party who is developing an Internal Use Application for You); (e) You will not use Your

Apple-issued deployment or development digital certificates to sign anything other than Your Internal Use Applications or Passes; (f) You will only use the Provisioning Profiles in conjunction with Your Internal Use Applications and not with or for any other programs or applications; (g) You will only use Your MDM Certificate, MDM Signing Certificate or other certificates provided by Apple in connection with the MDM Service as expressly permitted herein; and (h) You will use such Apple-issued certificates exclusively for the purpose of signing Your Internal Use Applications for testing and internal deployment within Your company, organization or educational institution or as otherwise expressly permitted hereunder, and only in accordance with this Agreement.

You further represent and warrant to Apple that the licensing terms governing Your Internal Use Application or Your Pass, or governing any third party code or FOSS included in Your Internal Use Application or Pass, will be consistent with and not conflict with the digital signing aspects of the Program or any of the terms, conditions or requirements of the Program or this Agreement. In particular, such licensing terms will not purport to require Apple (or its agents) to disclose or make available any of the keys, authorization codes, methods, procedures, data or other information related to the digital signing mechanisms utilized as part of the Program. If You discover any such inconsistency or conflict, You agree to immediately notify Apple of it and will cooperate with Apple to resolve such matter.

## **6. Deployment**

Internal Use Applications developed under this Agreement may be deployed on Deployment Devices in two ways: (1) deployment for internal use by Employees, and (2) deployment for use by Customers either on Your physical premises or under the direct supervision and physical control of Your Employees in other locations, subject to Apple's right to review and approve such deployment as set forth herein.

### **6.1 General**

You agree to be solely responsible for determining which Employees should have access to and use of Your Internal Use Applications and Deployment Devices, and for managing and monitoring their use of and access to such Applications and Devices on an ongoing basis. This includes, without limitation, responsibility for promptly retrieving Deployment Devices (including Authorized Test Devices) from, and cutting off access to the Apple Software, Apple-issued digital certificates and Provisioning Profiles by, individuals who are no longer employed or engaged by Your company or who are no longer a part of your organization or institution. By deploying Your Internal Use Applications, You represent and warrant to Apple that Your Internal Use Applications comply with the Documentation and Program Requirements then in effect. Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of deploying Your Internal Use Applications, or for Your failure to adequately manage, monitor, limit or otherwise control the access to and use of Your Internal Use Applications and Deployment Devices.

### **6.2 Internal Use Applications used by Customers**

You understand and agree that Apple reserves the right to review and approve or reject any Internal Use Application that You would like to deploy for use by Your Customers (or that is already in use by Your Customers) at any time during the Term of this Agreement. If requested by Apple, You agree to fully cooperate with Apple and promptly provide such Internal Use Application to Apple. You agree not to attempt to hide, misrepresent, mislead, or obscure any features, content, services or functionality in Your submitted Internal Use Applications from Apple's review or otherwise hinder Apple from being able to fully review such Applications.

You agree to inform Apple in writing if Your Internal Use Application connects to a physical device, and You agree to cooperate with Apple and answer questions and provide information and materials reasonably requested by Apple regarding such Internal Use Application. If You make any changes to such Internal Use Application after such submission to Apple, You agree to

notify Apple and, if requested by Apple, resubmit such Internal Use Application prior to any deployment of such modified Internal Use Application to Your Customers. Apple reserves the right to reject Your Internal Use Application for deployment to Your Customers for any reason and at any time, even if Your Internal Use Application meets the Documentation and Program Requirements; and, in that event, You agree that You may not deploy such Internal Use Application to Customers.

### **6.3 Ownership of Internal Use Applications; Usage Terms; Liability**

You will retain Your right, title and interest in and to Your Internal Use Applications. You will be responsible for attaching or otherwise including, at Your discretion, any relevant usage terms with Your Internal Use Application. Apple will not be responsible for any violations of Your usage terms. You will be solely responsible for all user assistance, warranty and support of Your Internal Use Applications. The fact that Apple may have reviewed, tested, or approved of an Internal Use Application, if applicable, will not relieve You of any of these responsibilities.

Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of Your Internal Use Application development, use of this Apple Software, use of any services, or participation in the Program, including without limitation the fact that Your Internal Use Application may not be approved for deployment to Customers or may be subsequently rejected for continued deployment and use by Customers. You will be solely responsible for developing Internal Use Applications that are safe, free of defects in design and operation, and comply with applicable laws and regulations.

## **7. No Other Distribution**

Except for internal deployment of Your Internal Use Application to Employees, distribution of Passes, or as otherwise expressly permitted herein, no other distribution of programs or applications developed using the Apple Software is authorized or permitted hereunder.

## **8. Revocation**

You understand and agree that Apple may revoke the digital certificate of any of Your Internal Use Applications or Your Passes at any time. By way of example only, Apple might choose to do this if at any time:

- (a) Any of Your Provisioning Profiles, digital certificates or corresponding private keys has been compromised or Apple has reason to believe that either has been compromised;
- (b) Apple has been notified or otherwise has reason to believe that Your Internal Use Application or Pass violates, misappropriates, or infringes the rights of a third party or of Apple;
- (c) Apple has reason to believe that Your Internal Use Application or Pass contains malicious or harmful code, malware, programs or other internal components (e.g., software virus);
- (d) Apple has reason to believe that Your Internal Use Application or Pass damages, corrupts, degrades, destroys or otherwise adversely affects the devices it operates on, or any other software, firmware, hardware, data, systems, or networks accessed or used by the Internal Use Application;
- (e) You breach any term or condition of this Agreement or the Registered Apple Developer terms and conditions;
- (f) Any information or documents provided by You to Apple for the purpose of verifying your identity or obtaining Provisioning Profiles or Apple-issued digital certificates is false or inaccurate;
- (g) Any representation, warranty or certification provided by You to Apple in this Agreement is untrue or inaccurate;
- (h) Apple is required by law, regulation or other governmental or court order to take such action;
- (i) You request that Apple take such action;
- (j) You misuse or overburden any services provided hereunder; or
- (k) Apple has reason to believe that such action is prudent or necessary.

## **9. Program Fees**



As consideration for the rights and licenses granted to You under this Agreement and Your participation in the Program, You agree to pay Apple the requisite annual program fees as set forth on the Program website. The fees are non-refundable. Any taxes that may be levied on the Apple Software or Your use of it shall be Your responsibility.

## **10. Confidentiality**

### **10.1 Information Deemed Apple Confidential**

You agree that all pre-release versions of the Apple Software (including pre-release Documentation) and services, the MDM Protocol (including the GM version thereof), and any terms and conditions contained herein that disclose pre-release features of the Apple Software or services will be deemed "Apple Confidential Information"; provided however that upon the commercial release of the Apple Software or services the terms and conditions that disclose pre-release features of the Apple Software or services will no longer be confidential. Notwithstanding the foregoing, Apple Confidential Information will not include: (i) information that is generally and legitimately available to the public through no fault or breach of Yours, (ii) information that is generally made available to the public by Apple, (iii) information that is independently developed by You without the use of any Apple Confidential Information, (iv) information that was rightfully obtained from a third party who had the right to transfer or disclose it to You without limitation, or (v) any FOSS included in the Apple Software and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such FOSS.

### **10.2 Obligations Regarding Apple Confidential Information**

You agree to protect Apple Confidential Information using at least the same degree of care that You use to protect Your own confidential information of similar importance, but no less than a reasonable degree of care. You agree to use Apple Confidential Information solely for the purpose of exercising Your rights and performing Your obligations under this Agreement and agree not to use Apple Confidential Information for any other purpose, for Your own or any third party's benefit, without Apple's prior written consent. You further agree not to disclose or disseminate Apple Confidential Information to anyone other than: (i) those of Your employees and contractors, or those of Your faculty and staff if You are an educational institution, who have a need to know and who are bound by a written agreement that prohibits unauthorized use or disclosure of the Apple Confidential Information; or (ii) except as otherwise agreed or permitted in writing by Apple. You may disclose Apple Confidential Information to the extent required by law, provided that You take reasonable steps to notify Apple of such requirement before disclosing the Apple Confidential Information and to obtain protective treatment of the Apple Confidential Information. You acknowledge that damages for improper disclosure of Apple Confidential Information may be irreparable; therefore, Apple is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.

### **10.3 Information Submitted to Apple Not Deemed Confidential**

Apple works with many application and software developers and some of their products may be similar to or compete with Your Internal Use Applications. Apple may also be developing its own similar or competing applications and products or may decide to do so in the future. To avoid potential misunderstandings, Apple cannot agree, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any information that You may provide in connection with this Agreement or the Program, including information about Your Internal Use Application and metadata (such disclosures will be referred to as "Licensee Disclosures"). You agree that any such Licensee Disclosures will be **non-confidential**. Apple will be free to use and disclose any Licensee Disclosures on an unrestricted basis without notifying or compensating You. You release Apple from all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of any Licensee Disclosures. Any physical materials You submit to Apple will become Apple property and Apple will have no obligation to return those materials to You or to certify their destruction.

### **10.4 Press Releases and Other Publicity**

You may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship of the parties without Apple's express

prior written approval, which may be withheld at Apple's discretion.

## **11. Indemnification**

To the extent permitted by applicable law, You agree to indemnify, defend and hold harmless Apple, and upon Apple's request, defend Apple, its directors, officers, employees, independent contractors and agents (each an "Apple Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs, including without limitation attorneys' fees and court costs, (collectively "Losses") incurred by an Apple Indemnified Party and arising from or related to any of the following: (i) Your breach of any certification, covenant, obligation, representation or warranty in this Agreement; (ii) any claims that Your Internal Use Application or metadata or the deployment, use or importation of Your Internal Use Application or Pass (whether alone or as an essential part of a combination) violate or infringe any third party intellectual property or proprietary rights; (iii) any Customer claims about Your Internal Use Application or Pass, including, but not limited to, a breach of any of Your obligations under any end-user license that You include for Your Internal Use Application or Pass; (iv) Your use of the Apple Software, certificates or services (including, but not limited to, the MDM Service and certificates), Your Internal Use Application, Pass, metadata, Deployment Devices, or Your development and deployment of any Internal Use Application; and/or (v) any MDM Customer claims about Your Compatible Products, as well as any claims that Your Compatible Products violate or infringe any third party intellectual property or proprietary rights.

You acknowledge that neither the Apple Software nor any services are intended for use in the development of Internal Use Applications or Passes in which errors or inaccuracies in the content, functionality, services, data or information provided by the Internal Use Application or Pass or the failure of such Internal Use Application or Pass could lead to death, personal injury, or severe physical or environmental damage, and, to the extent permitted by applicable 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.

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

## **12. Term and Termination**

### **12.1 Term**

The Term of this Agreement shall extend until the one (1) year of the anniversary of the original activation date of Your Program account ("Effective Date"). Thereafter, subject to Your payment of annual renewal fees and compliance with the terms of this Agreement, the Term will automatically renew for successive one (1) year terms, unless sooner terminated in accordance with this Agreement.

### **12.2 Termination**

This Agreement and all rights and licenses granted by Apple hereunder and any services provided hereunder will terminate, effective immediately upon notice from Apple:

- (a) if You or any of Your Employees fail to comply with any term of this Agreement other than those contained in Section 10 (Confidentiality) and fail to cure such breach within 30 days after becoming aware of or receiving notice of such breach;
- (b) if You or any of Your Employees fail to comply with the terms of Section 10;
- (c) in the event of the circumstances described in the subsection entitled "Severability" below;
- (d) if You, at any time during the Term, commence an action for patent infringement against Apple;
- (e) if You become insolvent, fail to pay Your debts when due, dissolve or cease to do business, file for bankruptcy, or have filed against You a petition in bankruptcy; or
- (f) if You engage, or encourage others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to this Agreement, including, but not limited to, alteration or falsification of documents, inappropriate use of computer systems or other misrepresentation of facts.

Apple may also terminate this Agreement, or suspend Your rights to use the Apple Software or services, if You fail to accept any new Program Requirements or Agreement terms as described in Section 4.

Either party may terminate this Agreement for its convenience, for any reason or no reason, effective 30 days after providing the other party with written notice of its intent to terminate.

### **12.3 Effect of Termination**

Upon the termination of this Agreement for any reason, You agree to immediately cease all use of the Apple Software and services and erase and destroy all copies, full or partial, of the Apple Software and any information pertaining to the services (including Your Push Application ID) and all copies of Apple Confidential Information in Your and Your Employees' possession or control. At Apple's request, You agree to provide written certification of such destruction to Apple. The following provisions shall survive any termination of this Agreement: Sections 1, 2.5, 2.6, 3.1(d), 3.1(e), 3.1(f), 3.2(d), 3.2(e), 3.2(f), 3.3, 5 (second and third paragraphs), the limitations and disclaimers of Section 6, Section 7, 8, and 10 through 15 inclusive of the Agreement; within Attachment 1, the third sentence of Section 1.1, Section 2, the second and third sentences of Section 3, Section 4, the second and third sentences of Section 5, and Section 6; within Attachment 2, the last sentence of Section 1.1, the third and fourth sentence of Section 1.3, Section 1.4, 1.5, 1.6, 2.3, 2.4, 3.3, 3.4, the second and last sentence of Section 4.2, Section 4.3, 4.4, 4.5, 5, the second and third sentences of Section 6 and Section 7, and within Attachment 3, the last sentence of Section 1.2, Sections 1.3, 2, 3, and 4; within Attachment 4, 2.2, 2.3, 3.3, and 5; and within Attachment 5, 1.2, 1.3, 2, 3, and 4. Apple will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Apple may have, now or in the future.

### **13. NO WARRANTY**

The Apple Software or services may contain inaccuracies or errors that could cause failures or loss of data and it may be incomplete. Apple or its licensors may provide or make available through the Apple Software or as part of the Program, certain web-based applications, service-related software, certificate-issuance services, or other services for Your use (collectively the "Services" for purposes of this Section 13 and 14). Apple and its licensors reserve the right to change, suspend, remove, or disable access to any Services (or any part thereof) at any time without notice. In no event will Apple or its licensors be liable for the removal of or disabling of access to any such Services. Apple or its licensors may also impose limits on the use of or access to certain Services, or may remove the Services for indefinite time periods or cancel the Services at any time and in any case and without notice or liability. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLE SOFTWARE AND ANY SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE APPLE SOFTWARE AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE, APPLE'S AGENTS AND APPLE'S LICENSORS (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 13 AND 14) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLE SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLE SOFTWARE OR SERVICES, THAT THE APPLE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE SOFTWARE OR THE PROVISION OF SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS OR ERRORS IN THE APPLE SOFTWARE OR SERVICES WILL BE CORRECTED, OR THAT THE APPLE SOFTWARE OR SERVICES WILL BE COMPATIBLE WITH FUTURE APPLE PRODUCTS SERVICES OR SOFTWARE, OR THAT

ANY INFORMATION STORED OR TRANSMITTED THROUGH ANY APPLE SOFTWARE OR SERVICES WILL NOT BE LOST, CORRUPTED OR DAMAGED. YOU ACKNOWLEDGE THAT THE APPLE SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE ERRORS, DELAYS, FAILURES OR INACCURACIES IN THE TRANSMISSION OR STORAGE OF DATA OR INFORMATION BY OR THROUGH THE APPLE SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR FINANCIAL, PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE APPLE SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. Location data as well as any maps data provided by any Services or software is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Apple nor any of its licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data or information displayed by any Services or software.

#### **14. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THE APPLE SOFTWARE OR SERVICES, OR YOUR DEVELOPMENT EFFORTS, INTERNAL DEPLOYMENT EFFORTS OR PARTICIPATION IN THE PROGRAM, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. In no event shall Apple's total liability to You under this Agreement for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00).

#### **15. General Legal Terms**

**15.1 Third Party Notices.** Portions of the Apple Software or services may utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the electronic documentation for the Apple Software and services, and Your use of such material is governed by their respective terms.

**15.2 Consent to Collection and Use of Data - Pre-Release Versions of iOS.** In order to test and improve Apple's products and services, and unless You or Your Authorized Developers opt-out as set forth below, You acknowledge that Apple and its subsidiaries and agents will be collecting, using, storing, processing and analyzing (collectively, "Collecting") diagnostic and usage logs from Your Authorized Test Devices (that are running such pre-release versions of iOS) as part of the developer seeding process. This information will be Collected in a form that does not personally identify You or Your Authorized Developers and may be Collected from Your Authorized Test Devices at any time, including when You or Your Authorized Developers sync to iTunes or automatically over a secure over-the-air connection. The information that would be Collected includes, but is not limited to, general diagnostic and usage data, various unique device identifiers, and, if Location Services is enabled for Diagnostics, the location of the Device once per day, the location when a call ends, and the wireless/cellular network coverage and current

radio conditions at a particular location. **By installing or using pre-release versions of iOS on Your Authorized Test Devices, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect all such information and use it as set forth above. If You do not agree to the foregoing, You may choose to turn off Diagnostics by going to Settings > General > About > Diagnostics & Usage on the Device. You can also choose to turn off Location Services for Diagnostics at any time. To do so, open Settings, tap Location Services, tap System Services and turn off the Diagnostics switch on the Device.**

**15.3 Consent to Collection and Use of Data - Other Pre-Release Apple Software and services.** In order to test and improve Apple's products and services, and only if You choose to install or use other pre-release Apple Software or services provided as part of the developer seeding process, You acknowledge that Apple and its subsidiaries and agents may be Collecting diagnostic, technical, usage and related information from other pre-release Apple Software and services. Apple will notify You about the Collection of such information on the Program web portal, and You should carefully review the Release Notes and other information disclosed by Apple in such location prior to choosing whether or not to install or use any such pre-release Apple Software or services. **By installing or using such pre-release Apple Software and services, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect any and all such information and use it as set forth above.**

**15.4 Assignment; Relationship of the Parties.** This Agreement may not be assigned, nor may any of Your obligations under this Agreement be delegated, in whole or in part, by You by operation of law, merger, or any other means without Apple's express prior written consent and any attempted assignment without such consent will be null and void. This Agreement will not be construed as creating 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. This Agreement is not for the benefit of any third parties.

**15.5 Independent Development.** Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with, Internal Use Applications or any other products or technologies that You may develop, produce, market, or distribute.

**15.6 Notices.** Any notices relating to this Agreement shall be in writing. Notices will be deemed given by Apple when sent to You at the email address or mailing address You provided during the sign-up process. All notices to Apple relating to this Agreement will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and (c) five business days after having been sent by first class or certified mail, postage prepaid, to this Apple address: iOS Developer Program Licensing, Apple Inc., 12545 Riata Vista Circle, MS 198-3SW, Austin, TX 78727, U.S.A. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements. A party may change its email or mailing address by giving the other written notice as described above.

**15.7 Severability.** If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. However, if applicable law prohibits or restricts You from fully and specifically complying with the Sections of this Agreement entitled "Internal Use License and Restrictions", "Your Obligations", "Digital Signing of Internal Use Applications; Restrictions on Certificates and Provisioning Profiles" or "Internal Deployment", or prevents the enforceability of any of those Sections, this Agreement will immediately terminate and You must immediately discontinue any use of the Apple Software as described in the Section entitled "Term and Termination."

**15.8 Waiver and Construction.** Failure by Apple to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement. Section headings are for convenience only and are not to be considered in construing or interpreting this Agreement.

**15.9 Export Control.** You may not use, export, re-export, import, sell or transfer the Apple Software except as authorized by United States law, the laws of the jurisdiction in which You obtained the Apple Software, and any other applicable laws and regulations. In particular, but without limitation, the Apple Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Apple Software, 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 Apple Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons. You certify that pre-release versions of the Apple Software will only be used for development and testing purposes, and will not be rented, sold, leased, sublicensed, assigned, or otherwise transferred. Further, You certify that You will not transfer or export any product, process or service that is a direct product of such pre-release Apple Software.

**15.10 Government End Users.** The Apple Software and Documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

**15.11 Dispute Resolution; Governing Law.** Any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, except that body of California law concerning conflicts of law.

Notwithstanding the foregoing, if You are an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the State of California will apply. Further, and notwithstanding anything to the contrary in this Agreement (including but not limited to Section 11 (Indemnification)), all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§601-613), the Tucker Act (28 U.S.C. § 1346(a) and § 1491), or the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401-2402, 2671-2672, 2674-2680), as applicable, or other applicable governing authority. For the avoidance of doubt, if You are an agency, instrumentality, or department of the federal, state or local government of the U.S. or a U.S. public and accredited educational institution, then Your indemnification obligations are only applicable to the extent they would not cause You to violate any applicable law (e.g., the Anti-Deficiency Act), and You have any legally required authorization or authorizing statute.

If You (as an entity entering into this Agreement) are a U.S. public and accredited educational institution or an agency, instrumentality, or department of a state or local government within the

United States, then (a) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which Your entity is domiciled, except that body of state law concerning conflicts of law; and (b) any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in federal court within the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue of such District unless such consent is expressly prohibited by the laws of the state in which Your entity is domiciled.

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.

**15.12 Entire Agreement; Governing Language.** This Agreement constitutes the entire agreement between the parties with respect to the use of the Apple Software licensed hereunder for Internal Use Applications and supersedes all prior understandings and agreements regarding its subject matter, including the iOS SDK Agreement (clickwrap) accompanying the SDK. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (for example, by Apple by written or email notice to You). Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern.

If You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

**Attachment 1**  
**(to the Agreement)**  
**Additional Terms for Apple Push Notification service and Local Notifications**

The following terms are in addition to the terms of the Agreement and apply to any use of the APN (Apple Push Notification service) in Your Internal Use Application and/or in Your Pass or the delivery of Local Notifications to Your Internal Use Application or Pass:

**1. Use of the APN**

**1.1** Your Internal Use Application and/or Your Pass may only access the APN via the APN API and only if You have been assigned a Push Application ID or Pass ID by Apple. Except for the limited purpose of Section 5 below, You agree not to share your Push Application ID or Pass ID with any third party. You understand that Your Internal Use Application will not be permitted to access or use the APN after expiration or termination of Your Agreement.

**1.2** You are only permitted to use the APN and the APN APIs for the purpose of sending Push Notifications to Your Internal Use Application or Your Pass on an iOS Product or for use as part of the MDM Service as expressly permitted by the Agreement (including but not limited to Attachment 2) and the APN Documentation, and You must only do so in accordance with all applicable laws and regulations (including all intellectual property laws).

**1.3** You understand that before You send an end-user of Your Internal Use Application any Push Notifications through the APN, the end-user must provide consent to receive such notifications. You agree not to disable, override or otherwise interfere with any Apple-implemented consent panels or any Apple system preferences for enabling or disabling Notifications functionality. If the end-user's consent to receive Push Notifications is denied or later withdrawn, You may not send the end-user Push Notifications.

**2. Additional Requirements**

**2.1** You may not use the APN or Local Notifications for the purpose of sending unsolicited messages to end-users or for the purpose of phishing or spamming, including, but not limited to, engaging in any types of activities that violate anti-spamming laws and regulations, or that are otherwise improper, inappropriate or illegal.

**2.2** You may not use the APN or Local Notifications for the purposes of advertising, product promotion, or direct marketing of any kind (e.g., up-selling, cross-selling, etc.), including, but not limited to, sending any messages to promote the use of Your Internal Use Application or advertise the availability of new features or versions. Notwithstanding the foregoing, You may use the APN or Local Notifications for promotional purposes in connection with Your Pass so long as such use is directly related to the Pass, e.g., a store coupon may be sent to Your Pass in Passbook.

**2.3** You may not excessively use the overall network capacity or bandwidth of the APN, or unduly burden an iOS Product with excessive Push Notifications or Local Notifications, as may be determined by Apple in its reasonable discretion. In addition, You agree not to harm or interfere with Apple's networks or servers, or any third party servers or networks connected to the APN, or otherwise disrupt other developers' use of the APN.

**2.4** You may not use the APN or Local Notifications to send material that contains any obscene, pornographic, offensive or defamatory content or materials of any kind (text, graphics, images, photographs, sounds, etc.), or other content or materials that may be found objectionable by the end-user of Your Internal Use Application or Your Pass.

**2.5** You may not transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs that may harm, disrupt or limit the normal operation of the APN or an iOS Product, and You agree not to disable, spoof, hack or otherwise interfere with any security, digital signing, verification or authentication mechanisms that are incorporated in or used by the APN, or enable others to do so.



### **3. Delivery by the APN or via Local Notifications**

You understand and agree that in order to provide the APN and make Your Push Notifications available on iOS Products, Apple may transmit Your Push Notifications across various public networks, in various media, and modify or change Your Push Notifications to comply with the technical and other requirements for connecting to networks or devices. You acknowledge and agree that the APN is not, and is not intended to be, a guaranteed or secure delivery service, and You shall not use or rely upon it as such. Further, as a condition to using the APN or delivering Local Notifications, You agree not to transmit sensitive personal or confidential information belonging to an individual (e.g., a social security number, financial account or transactional information, or any information where the individual may have a reasonable expectation of secure transmission) as part of any such notification, and You agree to comply with any applicable notice or consent requirements with respect to any collection, transmission, maintenance, processing or use of an end-user's personal information.

### **4. Your Acknowledgements**

You acknowledge and agree that:

**4.1** Apple may at any time, and from time to time, with or without prior notice to You (a) modify the APN, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the APN APIs. You understand that any such modifications may require You to change or update Your Internal Use Applications or Your Passes at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the APN and may suspend or discontinue all or any portion of the APN at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the APN or APN APIs.

**4.2** The APN is not available in all languages or in all countries and Apple makes no representation that the APN is appropriate or available for use in any particular location. To the extent You choose to access and use the APN, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to any local laws.

**4.3** Apple provides the APN to You for Your use with Your Internal Use Application or Your Pass, and does not provide the APN directly to any end-user. You acknowledge and agree that any Push Notifications are sent by You, not Apple, to the end-user of Your Internal Use Application, and You are solely liable and responsible for any data or content transmitted therein and for any use of the APN in Your Internal Use Application. Further, You acknowledge and agree that any Local Notifications are sent by You, not Apple, to the user of Your Internal Use Application, and You are solely liable and responsible for any data or content transmitted therein.

**4.4** Apple makes no guarantees to You in relation to the availability or uptime of the APN and is not obligated to provide any maintenance, technical or other support for the APN.

**4.5** Apple reserves the right to remove Your access to the APN or revoke Your Push Application ID at any time in its sole discretion.

**4.6** Apple may monitor and collect information (including but not limited to technical and diagnostic information) about Your usage of the APN to aid Apple in improving the APN and other Apple products or services and to verify Your compliance with this Agreement; provided however that Apple will not access or disclose the content of any Push Notification unless Apple has a good faith belief that such access or disclosure is reasonably necessary to: (a) comply with legal process or request; (b) enforce the terms of this Agreement, including investigation of any potential violation hereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Apple, its developers, customers or the public as required or permitted by law.

### **5. Third Party Service Providers**

You are permitted to employ or retain a Service Provider to assist You in accessing and using the

APN in Your Internal Use Applications or Your Passes including, but not limited to, engaging any such Service Provider to maintain and administer Your Internal Use Applications' servers on Your behalf, provided any such Service Provider's access to and use of the APN is only done on Your behalf in providing such services to You for Your Internal Use Application and/or Your Pass and in accordance with these terms, and is subject to a binding written agreement between You and the Service Provider with terms at least as restrictive and protective of Apple as those set forth herein, including, but not limited to, confidentiality for pre-release versions of the APN and indemnity obligations to Apple. Any actions undertaken by any such Service Provider in relation to Your Push Application and/or arising out of this Agreement shall be deemed to have been taken by You and You (in addition to the Service Provider) shall be responsible to Apple for all such actions (or any inactions), including but not limited to indemnifying Apple against any harm caused by the Service Provider acting on Your behalf. In the event of any actions or inactions that would constitute a violation of this Agreement or otherwise cause any harm, Apple reserves the right to require You to change Service Providers.

**6. Additional Liability Disclaimer**

APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY INTERRUPTIONS TO THE APN, INCLUDING, BUT NOT LIMITED TO, ANY POWER OUTAGES, SYSTEM FAILURES, NETWORK ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER INTERRUPTIONS.

**Attachment 2**  
**(to the Agreement)**  
**Additional Terms for the MDM Service**

The following terms are in addition to the terms of the Agreement and apply to Your use of the MDM Service.

**1. Use of the MDM Service**

**1.1** You may only use the MDM Service for Your own internal, in-house management of Your Employees' Deployment Devices, or, if You are selected by Apple as a third-party MDM developer, solely to provide access to the MDM Service to Your MDM Customers as part of a Compatible Product. You or Your MDM Customer may only use the MDM Service with an MDM Profile that is configured to respond to the MDM Certificate that has been assigned to You or such Customer for Your Compatible Products. All use of the MDM Service is only permitted as expressly authorized by Apple in this Agreement and the MDM Protocol and Documentation and in accordance with all applicable laws and regulations. You understand that neither You nor Your MDM Customer will be permitted to access or use the MDM Service after expiration or termination of Your Agreement; provided however that Your MDM Customer may continue to use the MDM Service if they enter into a separate MDM Service agreement with Apple.

**1.2** You are only permitted to access or use the MDM Service for purposes of managing Your Employees' Deployment Devices or, if You are selected by Apple as a third-party MDM developer, for purposes of developing Compatible Products for distribution and use by Your MDM Customers. You understand that an MDM Profile must be installed on each iOS Product before the use of the MDM Service with any such Product. You may distribute the MDM Profile to iOS Products or OS X Products using email or a web page, over the air distribution, through the use of Apple-provided installation utilities or through Compatible Products. You may remove any MDM Profiles that You have installed at any time.

**1.3** To use the MDM Service, You must maintain a secure server to interact with Apple's APN server and all communications between You and Apple's APN server and the MDM Service must be in accordance with the terms of this Agreement. You may not excessively use the overall network capacity or bandwidth of the APN or the MDM Service as may be determined by Apple in its reasonable discretion. In addition, You agree not to harm or interfere with Apple's networks or servers, or any third party networks or servers connected to the APN or MDM Service, or otherwise disrupt use of the APN or the MDM Service.

**1.4** Apple makes no guarantees to You in relation to the availability or uptime of the MDM Service and is not obligated to provide any maintenance, technical or other support for the MDM Service. Apple does not guarantee that communications to Deployment Devices, MDM Customers' iOS Products, Customer's OS X Products, or Compatible Products through the use of the MDM Service will be uninterrupted or error free. Further, network conditions as well as an Employee's or MDM Customer's use of an iOS Product and/or OS X Product may result in delays in commands or responses.

**1.5** Apple reserves the right to not provide You with the MDM Protocol and Documentation, to require You to return to Apple and cease all use of the MDM Protocol and Documentation, and to remove Your access to the MDM Service and revoke Your MDM Certificate (and any MDM Signing Certificate provided to You) at any time in its sole discretion. You agree that the MDM Protocol is Apple Confidential Information. Except as expressly set forth herein, You will not share materials or documentation provided by Apple as a part of the MDM Service (including the MDM Protocol) with any third party, and You will only use the MDM Service and MDM Protocol as expressly permitted herein. Except as expressly authorized herein, You agree not to sell, resell, lease, or otherwise provide the MDM Service, in whole or in part, to a third party or attempt to create a substitute or similar service through use of, or access to, the

MDM Service, or use the MDM Service with products other than iOS Products and/or OS X Products.

**1.6** Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of any use of the MDM Service by You, including but not limited to any in-house deployment or any use by Your MDM Customers in connection with Your Compatible Products.

## **2. Additional Requirements For In-House Deployment**

**2.1** If You are using the MDM Service for Your own in-house deployment, You agree to inform Your Employees, prior to installation of the MDM Profiles, that You will be able to interact with their Deployment Devices remotely, including but not limited to by inspecting, installing or removing profiles, viewing which Applications are installed, using secure erase functions, and enforcing device passcodes. You understand that such Employees will have the ability to remove the MDM Profile at any time. Further, You agree to obtain consent from such Employees prior to the use of an MDM Profile on their Deployment Devices in connection with the MDM Service as necessary to comply with applicable law.

**2.2** You may not use the MDM Service for the purpose of monitoring Your Employees or any Deployment Devices in an undisclosed way or for phishing, harvesting or otherwise collecting unauthorized information, including, but not limited to, engaging in any activity that violates user privacy, or that is improper, inappropriate or illegal.

**2.3** You may not use the MDM Service in any way to transmit, incorporate or otherwise make available any material that contains viruses or any other computer code, files or programs that may harm, disrupt or limit the normal operation of the MDM Service. Further, You agree not to disable, spoof, hack or otherwise interfere with any security, certificate verification or authentication mechanism incorporated in or used by the MDM Service, or enable others to do so.

**2.4** If You are using the MDM Service for in-house deployment, then all information that You obtain through the use of the MDM Service may only be used for Your internal information technology and device management purposes (e.g., locking the device for security purposes, remotely wiping a lost device, etc.). For example, You and Your Service Provider are prohibited from aggregating Your device data with another company's device data or using it for any purpose other than Your own internal information technology and device management purposes. You must treat all such information in accordance with all applicable laws and regulations (including privacy and data collection laws).

## **3. Additional Requirements for Compatible Products**

**3.1** Except as otherwise set forth in Section 2, You may only use the MDM Service for purposes of developing and distributing Compatible Products to Your MDM Customers if You have been selected by Apple as a third-party developer for such Compatible Products. You may not use the MDM Service, in whole or in part, to provide Compatible Products to consumers or individuals for non-commercial, personal use. Further, You may not license, sell or otherwise provide the MDM Service, in whole or in part, independent from its use within a Compatible Product. For example, You may not charge separate fees to Your MDM Customers for use of the MDM Service, nor may You sell access to the MDM Service apart from bundling it with Your Compatible Product.

**3.2** You agree that Your Compatible Products that use the MDM Service may not be designed or marketed to monitor end-users or iOS Products or OS X Products in any

unauthorized way, e.g., such Compatible Products may not phish, harvest or engage in activities that violate user privacy, or that are otherwise improper, inappropriate or illegal.

**3.3** You agree that Your Compatible Products may not disable, spoof, hack or otherwise interfere with any security, certificate verification or authentication mechanism incorporated in or used by the MDM Service, or enable others to do so. Further, neither You nor Your Compatible Products will knowingly transmit, incorporate or otherwise make available any material that contains viruses or any other computer code, files or programs that may harm, disrupt or limit the normal operation of the MDM Service.

**3.4** Except as otherwise set forth herein, all information that You obtain through the use of the MDM Service may only be used to develop or deploy Compatible Products for Your MDM Customers. You may not share information obtained through the use of the MDM Service with any third parties (except for Service Providers acting on Your behalf) in accordance with Section 6 of this Attachment 2. For example, neither You nor Your Service Provider may aggregate data from multiple MDM Customers' Compatible Products in order to post which iOS versions or iOS applications are most widely deployed by MDM Customers on a public website, etc.

#### **4. Certificate Usage for Compatible Products**

**4.1** You understand that Your MDM Customers must obtain an MDM Certificate from Apple prior to any use of the MDM Service in Your Compatible Products. Your MDM Customers can apply for such Certificates if You have signed their certificate-signing request (CSR), whether manually or automatically. Apple will provide You with an MDM Signing Certificate to enable You to sign such CSRs. You agree to inform Your MDM Customers of this requirement and to provide adequate support and documentation in connection therewith.

**4.2** You agree to only sign CSRs for MDM Customers of Your Compatible Products and only if such MDM Customers have provided You with, and You have verified, their company name and individual contact information. You agree to provide such information to Apple upon Apple's request and to cooperate with Apple in connection with their use of the MDM Service. You understand that Apple may require You to contact such company, e.g., if there is a problem with their use of the MDM Service or application for an MDM Certificate.

**4.3** Apple reserves the right to revoke or disable Your MDM Signing Certificate and Your MDM Customers' MDM Certificates in its sole discretion.

**4.4** You agree to only use Your MDM Signing Certificate as set forth herein. For avoidance of doubt, You may not provide, share or transfer Your MDM Signing Certificate to any other entity, including Your MDM Customers or any of Your resellers. You may not include such MDM Signing Certificate within Your Compatible Product. You agree to take appropriate measures to safeguard the security and privacy of such Certificate. For the avoidance of doubt, You may use the MDM Protocol to develop Your Compatible Product to assist Your MDM Customers in the process of generating keys and sending a CSR to You for signing with Your MDM Signing Certificate. You may not generate or have any access to Your MDM Customer's private key, and You may not interfere with Apple's processes for providing MDM Certificates to Your MDM Customers. Further, You will not induce any end-user to violate the terms of the MDM Certificate service agreement with Apple or to violate any Apple usage policies for use of the MDM Service or any Apple certificates.

**4.5** You are solely responsible for providing Your MDM Customers with support and assistance for the use of MDM Service in Your Compatible Products, including but not limited to any documentation and end-user customer support and warranties.

#### **5. Your Acknowledgements**

You acknowledge and agree that:

**5.1** Apple may at any time, and from time to time, with or without prior notice to You (a) modify the MDM Service, including changing or removing any feature or functionality, or (b) modify, reissue or republish the MDM Protocol. You understand that any such modifications may require You to change or update Your servers, MDM Profiles, Compatible Products and use of the MDM Service at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the MDM Service and may suspend or discontinue all or any portion of the MDM Service at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the MDM Service or any part thereof.

**5.2** The MDM Service is not available in all languages or in all countries and Apple makes no representation that the MDM Service is appropriate or available for use in any particular location. To the extent You choose to access and use the MDM Service, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to any local laws.

**5.3** Apple provides the MDM Service to You for Your use in mobile device management and information technology for Your Employees or for use in Compatible Products by MDM Customers. Apple does not provide the MDM Service directly to any end-user. You acknowledge and agree that any MDM Profiles that are sent via the MDM Service are sent by You, not Apple, to authorized iOS Products and/or OS X Products, and You are solely liable and responsible for Your use of the MDM Service by You and Your Employees, or by You and Your MDM Customers.

**5.4** Apple makes no guarantees to You in relation to the availability of the MDM Service and is not obligated to provide any maintenance, technical or other support for the MDM Service.

**5.5** Apple reserves the right to remove Your access to the MDM Service at any time in its sole discretion. If Apple removes Your access, then You will lose the ability to use the MDM Service to manage Deployment Devices and iOS Products configured to work with Your MDM Certificate, including the ability to remotely wipe such devices.

## **6. Third Party Service Providers**

You are only permitted to use a Service Provider if the Service Provider's access to and use of the MDM Service is done on Your behalf and in accordance with these terms, and is subject to a binding written agreement between You and the Service Provider with terms at least as restrictive and protective of Apple as those set forth herein, including, but not limited to, confidentiality for pre-release versions of the MDM Service and indemnity obligations to Apple. Any actions undertaken by any such Service Provider in relation to the MDM Service and/or arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to the Service Provider) shall be responsible to Apple for all such actions (or any inactions), including but not limited to indemnifying Apple against any harm caused by the Service Provider acting on Your behalf. In the event of any actions or inactions by Your Service Provider that would constitute a violation of this Agreement or otherwise cause any harm, Apple reserves the right to require You to cease using such Service Provider in connection with this Agreement.

## **7. Additional Liability Disclaimer**

APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM OR RELATED TO YOUR USE OF THE MDM SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY SCHEDULED OR UNSCHEDULED MAINTENANCE, SERVICE INTERRUPTIONS, LOST OR STOLEN DATA, ANY LIABILITY FROM YOUR ACCESS TO DEPLOYMENT DEVICES THROUGH THE USE OF THE MDM SERVICE (INCLUDING ANY PRIVACY VIOLATIONS

RELATED THERETO) OR FOR APPLE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.



**Attachment 3**  
**(to the Agreement)**  
**Additional Terms for the use of iCloud**

The following terms are in addition to the terms of the Agreement and apply to Your use of the iCloud service for software development and testing in connection with Your Internal Use Application or Multi-Platform Software. If You receive access to a beta trial for the end-user iCloud service, then Your usage as an end-user of the pre-release iCloud service will be subject to the terms accompanying such beta trial in addition to the terms of this Agreement. You may not use the pre-release iCloud Storage APIs or iCloud service in Your Internal Use Application or Multi-Platform Software, or disclose it in any way until it is publicly released by Apple.

**1. Use of iCloud**

**1.1** Your Internal Use Application or Multi-Platform Software may only access the iCloud service via the iCloud Storage APIs, and then only if You have been assigned an Entitlement by Apple. You agree not to access the iCloud service, or any content, data or information contained therein, other than through the iCloud Storage APIs or as otherwise licensed by Apple. You agree not to share Your Entitlement with any third party or use it for any purposes not expressly permitted by Apple.

**1.2** You understand that You will not be permitted to access or use the iCloud service for software development or testing after expiration or termination of Your Agreement; however users who have Your Internal Use Applications or Multi-Platform Software installed and who have a valid end-user account with Apple to use iCloud may continue to access their user-generated documents and files in accordance with the applicable iCloud terms and conditions. You agree not to interfere with a user's ability to access iCloud (or the user's own user-generated documents and files) or to otherwise disrupt their use of the iCloud service in any way and at any time.

**1.3** Your Internal Use Application is only permitted to use the iCloud service and the iCloud Storage APIs for the purpose of storage and retrieval of key value data (e.g., a list of stocks in a finance App, settings for an App) for Your Internal Use Applications and Multi-Platform Software, and enabling Your end-users to access user-generated documents and files through the iCloud service. You agree to only use the iCloud service and iCloud Storage APIs as expressly permitted by the Agreement (including but not limited to this Attachment 3) and the iCloud Documentation, and in accordance with all applicable laws and regulations.

**1.4** You may allow a user to access their user-generated documents and files from iCloud through the use of Your Internal Use Applications as well as from Multi-Platform Software. However, You may not share key value data from Your Internal Use Application with other Internal Use Applications or Multi-Platform Software, unless You are sharing such data among different versions of the same title (e.g., the iPhone version of an Internal Use Application can share key value data with an iPad or Mac App Store version of the same titled Application), or You have user consent.

**2. Additional Requirements**

**2.1** You understand there are storage capacity limits for the iCloud service. If You or Your end-user reaches such capacity, then You or Your end-user may be unable to use the iCloud service until You or Your end-user have removed enough data from the service to meet the capacity limits or increased storage capacity, and You or Your end-user may be unable to access or retrieve data from iCloud during this time.

**2.2** You may not charge any fees to users for access to or use of the iCloud service through Your Internal Use Applications and Multi-Platform Software, and You agree not to sell access to the iCloud service in any other way, including but not limited to operating Your own file storage service or reselling any part of the service. You will only use the iCloud service in Your Internal Use Application or Multi-Platform Software to provide storage for an end-user who has a



valid end-user account with Apple and only for use in accordance with the terms of such user account. For example, You will not induce any end-user to violate the terms of their applicable iCloud service agreement with Apple or to violate any Apple usage policies for data or information stored in the iCloud service.

**2.3** You may not excessively use the overall network capacity or bandwidth of the iCloud service or otherwise burden such service with unreasonable data loads. You agree not to harm or interfere with Apple's networks or servers, or any third party networks or servers connected to the iCloud, or otherwise disrupt other developers' or users' use of the iCloud service.

**2.4** You will not disable or interfere with any warnings, iOS system settings, notices, or notifications that are presented to an end-user of the iCloud service by Apple.

### **3. Your Acknowledgements**

You acknowledge and agree that:

**3.1** Apple may at any time, with or without prior notice to You (a) modify the iCloud Storage APIs, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the iCloud Storage APIs. You understand that any such modifications may require You to change or update Your Internal Use Applications or Multi-Platform Software at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the iCloud service and may suspend or discontinue all or any portion of the iCloud service at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the iCloud service or iCloud Storage APIs.

**3.2** The iCloud service is not available in all languages or in all countries and Apple makes no representation that the iCloud service is appropriate or available for use in any particular location. To the extent You choose to provide access to the iCloud service in Your Internal Use Applications or Multi-Platform Software through the iCloud Storage APIs, You do so at Your own initiative and are responsible for compliance with any applicable laws.

**3.3** Apple makes no guarantees to You in relation to the availability or uptime of the iCloud service and is not obligated to provide any maintenance, technical or other support for the iCloud service. Apple is not responsible for any expenditures, investments, or commitments made by You in connection with the iCloud service, or for any use of or access to the iCloud service.

**3.4** Apple reserves the right to revoke Your access to the iCloud service or impose limits on Your use of the iCloud service at any time in Apple's sole discretion. In addition, Apple may impose or adjust the limit of transactions Your Internal Use Applications or Multi-Platform Software may send or receive through the iCloud service or the resources or capacity that they may use at any time in Apple's sole discretion.

**3.5** Apple may monitor and collect information (including but not limited to technical and diagnostic information) about usage of the iCloud service to aid Apple in improving the iCloud service and other Apple products or services and to verify compliance with this Agreement; provided however that Apple will not access or disclose any user-generated documents or files, or key value data, stored using the iCloud Storage APIs and iCloud service unless Apple has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with legal process or request; (b) enforce the terms of this Agreement, including investigation of any potential violation hereof or of the applicable end-user terms of service; (c) detect, prevent or otherwise address security risk, fraud or technical issues; or (d) protect the rights, property or safety of Apple, its developers, customers or the public as required or permitted by law.

### **4. Additional Liability Disclaimer**

NEITHER APPLE NOR ITS SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE,

INTERRUPTION, SUSPENSION OR TERMINATION OF THE CLOUD STORAGE SERVICE OR ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR DATA OR ANY END-USER DATA OR ANY CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR END-USERS.

**Attachment 4**  
**(to the Agreement)**  
**Additional Terms for Passes**

The following terms are in addition to the terms of the Agreement and apply to Your development and distribution of Passes:

**1. Pass ID Usage and Restrictions**

You may use only the Pass ID for purposes of digitally signing Your Pass for use with Passbook and/or for purposes of using the APN service with Your Pass. You may distribute Your Pass ID as incorporated into Your Pass in accordance with Section 2 below only so long as such distribution is under Your own trademark or brand. To the extent that You reference a third party's trademark or brand within Your Pass (e.g., a store coupon for a particular good), You represent and warrant that You have any necessary rights. You agree not to share, provide or transfer Your Pass ID to any third party (except for the limited purpose set forth in Attachment 1, Section 5), nor use Your Pass ID to sign a third party's pass.

**2. Pass Distribution; Marketing Permissions**

**2.1** Subject to the terms of this Agreement, You may distribute Your Passes only to Your Employees for internal use purposes or for limited use by Customers on Deployment Devices on Your physical premises or in other locations when the use is under your direct supervision and control as set forth in Section 2.1(f) of the Agreement. You understand and agree that Passes must be accepted by such users before they will be loaded into Passbook and they can be removed by such users at any time.

**2.2** By distributing Your Passes in this manner, You represent and warrant to Apple that Your Passes comply with the Documentation and Program Requirements then in effect, and the terms of this Attachment 4. Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of distributing Your Passes in this manner.

**2.3** You agree to state on the Pass Your name and address, and the contact information (telephone number; email address) to which any end-user questions, complaints, or claims with respect to Your Pass should be directed. You will be responsible for attaching or otherwise including, at Your discretion, any relevant end-user usage terms with Your Pass. Apple will not be responsible for any violations of Your end-user usage terms. You will be solely responsible for all user assistance, warranty and support of Your Pass. You may not charge any fees to end-users in order to use Passbook to access Your Pass.

**3. Additional Pass Requirements**

**3.1** Apple may provide You with templates to use in creating Your Passes, and You agree to choose the relevant template for Your applicable use (e.g., You will not use the boarding pass template for a movie ticket).

**3.2** Passes may only operate and be displayed in Passbook, which is Apple's designated container area for the Pass, or through Passbook on the lock screen of an iOS Product.

**3.3.** Notwithstanding anything else in Section 3.3.9 of the Agreement, with prior user consent, You and Your Pass may share user and/or or device data with Your Internal Use Application so long as such sharing is for the purpose of providing a service or function that is directly relevant to the use of the Pass and/or Internal Use Application, or to serve advertising in accordance with Sections 3.3.12 and 3.3.13 of the Agreement.

**4. Apple's Right to Review Your Pass; Revocation**

You understand and agree that Apple reserves the right to review and approve or reject any Pass that You would like to distribute for use by Your end-users, or that is already in use by Your end-users, at any time during the Term of this Agreement. If requested by Apple, You agree to promptly provide such Pass to Apple. You agree not to attempt to hide, misrepresent, mislead, or obscure any features, content, services or functionality in Your Pass from Apple's review or otherwise hinder Apple from being able to fully review such Pass, and, You agree to cooperate with Apple and answer questions and provide information and materials reasonably requested by Apple regarding such Pass. If You make any changes to Your Pass after submission to Apple, You agree to notify Apple and, if requested by Apple, resubmit Your Pass prior to any distribution of the modified Pass. Apple reserves the right to revoke Your Pass ID and reject Your Pass for distribution to Your end-users for any reason and at any time in its sole discretion, even if Your Pass meets the Documentation and Program Requirements and terms of this Attachment 4; and, in that event, You agree that You may not distribute such Pass to Your end-users.

**5. Additional Liability Disclaimer**

APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, DISTRIBUTION, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION, OR TERMINATION OF PASSBOOK, YOUR PASS ID, YOUR PASSES, OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY LOSS OR FAILURE TO DISPLAY YOUR PASS IN PASSBOOK OR ANY END-USER CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR END-USERS.

**Attachment 5  
(to the Agreement)  
Additional Terms for the use of the Apple Maps Service**

The following terms are in addition to the terms of the Agreement and apply to any use of the Apple Maps Service in Your Internal Use Application.

**1. Use of the Maps Service**

**1.1** Your Internal Use Application may access the Apple Maps Service only via the MapKit API. You agree not to access the Apple Maps Service or the Map Data other than through the MapKit API.

**1.2** You will use the Apple Maps Service and Map Data only as necessary for providing services and functionality for Your Internal Use Application. You agree to use the Apple Maps Service and MapKit API only as expressly permitted by this Agreement (including but not limited to this Attachment 5) and the MapKit Documentation, and in accordance with all applicable laws and regulations.

**1.3** You acknowledge and agree that results You receive from the Apple Maps Service may vary from actual conditions due to variable factors that can affect the accuracy of the Map Data, such as weather, road and traffic conditions, and geopolitical events.

**2. Additional Restrictions**

**2.1** Your Internal Use Application must not remove, obscure or alter Apple's or its licensors' copyright notices, trademarks, or any other proprietary rights or legal notices, documents or hyperlinks that may appear in or be provided through the Apple Maps Service.

**2.2** You will not use the Apple Maps Service in any manner that enables or permits bulk downloads or feeds of the Map Data, or any portion thereof, or that in any way attempts to extract, scrape or reutilize any portions of the Map Data. For example, neither You nor Your Internal Use Application may use or make available the Map Data, or any portion thereof, as part of any secondary or derived database.

**2.3** You will not copy, modify, translate, create a derivative work of, publish or publicly display the Map Data in any way other than as permitted herein.

**2.4** You will not use the Map Data provided by Apple without using it with a corresponding Apple map.

**2.5** Map Data may not be cached, pre-fetched, or stored by You or Your Internal Use Application, other than on a temporary and limited basis solely to improve the performance of the Apple Maps Service with Your Internal Use Application.

**2.6** You may not charge any fees to end-users solely for access to or use of the Apple Maps Service through Your Internal Use Application, and You agree not to sell access to the Apple Maps Service in any other way.

**3. Your Acknowledgements**

You acknowledge and agree that:

**3.1** Apple may at any time, with or without prior notice to You (a) modify the Apple Maps Service and/or the MapKit API, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the MapKit API. You understand that any such modifications may require You to change or update Your Internal Use Applications at Your own

cost. Apple has no express or implied obligation to provide, or continue to provide, the Apple Maps Service and may suspend or discontinue all or any portion of the Apple Maps Service at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the Apple Maps Service or MapKit API.

**3.2** The Apple Maps Service may not be available in all countries or languages, and Apple makes no representation that the Apple Maps Service is appropriate or available for use in any particular location. To the extent You choose to provide access to the Apple Maps Service in Your Internal Use Applications or through the MapKit API, You do so at Your own initiative and are responsible for compliance with any applicable laws.

**3.3** If the Apple Maps Service is provided to You as a confidential, pre-release service, You will only allow it to be used for testing and development purposes by Your Authorized Developers and only for use on Your Authorized Test Devices, and You will not use the pre-release version of the Apple Maps Service in Your Internal Use Applications. You agree to restrict access to such Authorized Test Devices in accordance with the terms of the Agreement.

#### **4. Additional Liability Disclaimer**

NEITHER APPLE NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF THE APPLE MAPS SERVICE, INCLUDING ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

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