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.

Apple Developer Enterprise Program License Agreement

(for in-house, internal use applications for employees)

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 iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS, and to deploy these Internal Use Applications only for internal use by employees within Your company, organization or educational institution or for limited use as expressly set forth herein. 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 Internal Use 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 iOS or watchOS under this Agreement. Internal Use Applications developed for macOS can be distributed under this Agreement using an Apple Certificate or may be separately distributed.

Note: This Program is for internal use, custom applications that are developed by You for Your specific business purposes and only for use by Your employees and, in limited cases, by certain other parties as set forth herein. If You want to distribute applications for iOS, watchOS, tvOS, or visionOS to third parties or obtain an application from a third party, then You must use the App Store or Custom App Distribution (if available) for distribution.

1. Accepting this Agreement; Definitions

1.1 Acceptance

In order to use the Apple Software and Services, You must first accept this Agreement. If You do not or cannot accept this Agreement, You are not permitted to use the Apple Software or Services. Do not download or use the Apple Software or Services in that case. You accept and agree to the terms of this 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:

"**Accessory Data Transport Extension**" means an extension bundled as part of Your Internal Use Application that, as its sole purpose, securely shares information directly between an employee or Permitted User's Apple-branded device and an Authorized Wi-Fi Target Accessory.

"**Ad Network APIs**" means the Documented APIs that provide a way to validate the successful conversion of advertising campaigns on supported Apple-branded products using a combination of cryptographic signatures and a registration process with Apple.

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

"**Adapter**" means a model adapter that fine-tunes the model accessed by the Foundation Models framework for a purpose permitted by the Foundation Models Framework Acceptable Use Requirements.

"**Advertising Identifier**" means a unique, non-personal, non-permanent identifier provided through the Ad Support APIs that are associated with a particular Apple-branded device and are to be used solely for advertising purposes, unless otherwise expressly approved by Apple in writing.

"**Agreement**" means this Apple Developer Enterprise Program License Agreement, including any attachments which are hereby incorporated by this reference. For clarity, this Agreement supersedes the iOS Developer Enterprise Program License Agreement (including any attachments thereto) and the Mac Developer Program License Agreement.

"**APN API**" means the Documented API that enables You to use the APN to deliver a Push Notification to Your Internal Use Application or for use as otherwise permitted herein.

"**App Intents**" means the Documented APIs that allow Your Internal Use Application to access App Intents Framework and other related functionality, including schemas, and to expose app intents, app shortcuts, app entities, donations, and other related implementations.

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

"**Apple Certificates**" or "**Certificate**" means the Apple-issued digital certificates provided to You by Apple under the Program.

"Apple Maps Server API" means the set of Documented APIs that enable You to add server-to-server mapping features or functionality to Your Internal Use Applications, websites, or web applications.

"**Apple Maps Service**" means the mapping platform and Map Data provided by Apple via MapKit API and/or Apple Maps Server API; the Map Data provided by Apple that is used or displayed in the mapping platform; and/or the mapping platform and Map Data provided by Apple via MapKit JS, and related tools for capturing map content (e.g., MapSnapshotter). Apple Maps Service is for use by You only in connection with Your Internal Use Applications, websites, or web applications.

"**Apple Pay APIs**" means the Documented APIs that enable end users to send payment information they have stored on a supported Apple-branded product to Your Internal Use Application to be used in payment transactions made by or through the Internal Use Application, and includes other payment-related functionality as described in the Documentation.

"**Apple Pay Payload**" means a customer data package passed through the Apple Software and Apple Pay APIs as part of a payment transaction (e.g., name, email, billing address, shipping address, and device account number).

"**Apple Push Notification Service**" 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 or for use as otherwise permitted herein.

"**Apple Services**" or "**Services**" means the developer services that Apple may provide or make available through the Apple Software or as part of the Program for use with Your Covered Products or development, including any Updates thereto (if any) that may be provided to You by Apple under the Program.

"**Apple Software**" means Apple SDKs, iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS, the Provisioning Profiles, and any other software that Apple provides to You under the Program, including any Updates thereto (if any) that may be provided to You by Apple under the Program.

"**Apple SDKs**" means the Apple-proprietary Software Development Kits (SDKs) provided hereunder, including but not limited to header files, APIs, libraries, simulators, and software (source code and object code) labeled as part of the iOS, watchOS, tvOS, iPadOS, visionOS, or Mac SDK and included in the Xcode Developer Tools package for purposes of targeting Apple-branded products running iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS, respectively.

"**Apple Subsidiary**" means a corporation at least fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are owned or controlled, directly or indirectly, by Apple, and that is involved in the operation of or otherwise affiliated with the App Store, and as otherwise referenced herein (e.g., Attachment 3).

"**Apple TV**" means an Apple-branded product that runs the tvOS.

"**Apple Watch**" means an Apple-branded product that runs the watchOS.

"**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 Apple Developer account with Apple, (b) have a demonstrable need to know or use the Apple Software in order to develop and test Covered Products, 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 Units**" means Apple-branded hardware units owned or controlled by You that have been designated by You for Your own testing and development purposes under this Program, and if You permit, Apple-branded hardware units owned or controlled by Your Authorized Developers so long as such units are used for testing and development purposes on Your behalf and only as permitted hereunder.

"**Authorized Wi-Fi Target Accessory**" means a Wi-Fi capable accessory that an employee or Permitted User has explicitly authorized Your Internal Use Application on their Apple-branded device to securely pair and share the Wi-Fi Network Sharing Information with.

"**ClassKit APIs**" means the Documented APIs that enable You to send student progress data for use in a school-managed environment.

"**CloudKit APIs**" means the Documented APIs that enable Your Internal Use Applications, Web Software and/or Your employees or Permitted Users (if You permit them) to read, write, query and/or retrieve structured data from public and/or private containers in iCloud.

"**Configuration Profile(s)**" means an XML file that allows You to distribute configuration information (e.g., VPN or Wi-Fi settings) and restrictions on device features (e.g., disabling the camera) to compatible Apple-branded products through Apple Configurator or other similar Apple-branded software tools, email, a webpage, or over-the-air deployment, or via MDM.

"**Contract Employees**" means individuals who perform work or provide services on Your (or Your Permitted Entity's) behalf on a non-piece-rate basis, and who have internal use access to Your (or Your Permitted Entity's) private information technology systems (e.g., VPN) and/or secured physical premises (e.g., badge access to corporate facilities). For clarity, "gig workers" who

perform work or provide services in the form of piece-rate or task-based transactions are not included in this definition.

"**Covered Products**" means Your Internal Use Applications, Libraries, Passes, and/or Safari Push Notifications developed under this Agreement.

"**Customer Engagement APIs**" means the Documented APIs that enable Merchants to engage in Customer Engagement Interactions through the use of Your Internal Use Application.

"**Customer Engagement Data**" means (a) a Merchant's data package (e.g., shopping cart contents, transaction receipt, etc.) or (b) a Merchant's customer's data package (e.g., name, shipping address, phone number, etc.), in each case of (a) and (b), passed through the Apple Software and Customer Engagement APIs as part of a Customer Engagement Interaction.

"**Customer Engagement Interaction**" means the in-person device-based interactive session between the Merchant and a customer, including but not limited to, the transmission of Customer Engagement Data between the Merchant and customer devices.

"**Demo Recipient**" 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 (a) Authorized Test Units, and (b) other supported Apple-branded products owned or controlled by: (i) You or Your Permitted Entity, and/or (ii) Your employees or Permitted Users but only to the extent that You (or Your Permitted Entity) have the ability to remove or disable Your Internal Use Application from such devices.

"**DeviceCheck APIs**" means the set of APIs, including server-side APIs, that enable You to set and query two bits of data associated with a device and the date on which such bits were last updated.

"**DeviceCheck Data**" means the data stored and returned through the DeviceCheck APIs.

"**Documentation**" means any technical or other specifications or documentation that Apple may provide to You for use in connection with the Apple Software, Apple Services, Apple Certificates, or otherwise as part of the Program, including the App Review Guidelines.

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

"**EnergyKit**" means the Documented APIs that provide an Internal Use Application with the ability to receive electricity guidance and insights.

"**Face Data**" means information related to human faces (e.g., face mesh data, facial map data, face modeling data, facial coordinates or facial landmark data, including data from an uploaded photo) that is obtained from a user's device and/or through the use of the Apple Software (e.g., through ARKit, the Camera APIs, or the Photo APIs), or that is provided by a user in or through an Internal Use Application (e.g., uploads for a facial analysis service).

"**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.

"**Foundation Models Framework Acceptable Use Requirements**" means the requirements found at https://developer.apple.com/apple-intelligence/acceptable-use-requirements-for-the-

foundation-models-framework, as may be updated from time-to-time.

"**Foundation Models Framework**" means the Documented APIs that enable You to access, prompt, or otherwise use the Foundation Models framework, including the model accessed by the framework, in any manner, including through an Adapter.

"**HealthKit APIs**" means the Documented APIs that enable reading, writing, queries and/or retrieval of Your employee's or a Permitted User's health and/or fitness information in Apple's Health application.

"**HomeKit Accessory Protocol**" means the proprietary protocol licensed by Apple under the MFi Program that enables home accessories designed to work with the HomeKit APIs (e.g., lights, locks) to communicate with supported Apple-branded products.

"**HomeKit APIs**" means the Documented APIs that enable reading, writing, queries and/or retrieval of Your employee's or a Permitted User's home configuration or home automation information from that employee's or Permitted User's designated area of Apple's HomeKit Database.

"**HomeKit Database**" means Apple's repository for storing and managing information about Your employee's or a Permitted User's Licensed HomeKit Accessories and associated information.

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

"**iCloud Extended Share Access APIs**" means the Documented APIs that provide an Internal Use Application with the ability to access Your employee or Permitted User information, share access requests and one-time links.

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

"**ID Verifier Data**" means Your employee's or Permitted User's data package passed through the Apple Software and ID Verifier APIs as part of the age or ID verification process.

"**ID Verifier APIs**" means the Documented APIs that enable You to verify Your employee's or Permitted User's age or ID information through the use of Your Internal Use Application.

"**Intermediary Party**" means a party that passes an Apple Pay end user's Apple Pay Payload to a Merchant for processing such end user's payment transaction outside of an Internal Use Application.

"**Internal Use Application**" means a software program (including extensions, fonts, media, and Libraries that are enclosed in a single software bundle) that is developed by You on a custom basis for Your own in-house business purposes (e.g., an inventory app specific to Your business) for specific use with an Apple-branded product running iOS, watchOS, tvOS, iPadOS, visionOS, and/or macOS, as applicable, and solely for internal use (e.g., not downloadable on a public website) by Your employees or Permitted Users (and Authorized Developers for testing and development only), or as otherwise expressly permitted in **Section 2.1(f)**. 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, contractors (except for contractors who are developing the Internal Use Application for You on a custom basis and therefore need to use or have access to such Internal Use Application), distributors, vendors, resellers, or end users of the general public. For the sake of clarity, Internal

Use Applications do not include third-party applications even if some customization has been done and Internal Use Applications may not be made publicly available.

"**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, including any successor versions thereof.

"**iPadOS**" means the iPadOS operating system software provided by Apple for use by You only in connection with Your Internal Use Application development and testing, including any successor versions thereof.

"**iPod Accessory Protocol**" or "**iAP**" means Apple's proprietary protocol for communicating with supported Apple-branded products and which is licensed under the MFi Program.

"**Library**" means a code module that cannot be installed or executed separately from an Internal Use Application and that is developed by You in compliance with the Documentation and Program Requirements only for use with Apple-branded products.

"**Licensed HomeKit Accessories**" means hardware accessories licensed under the MFi Program that support the HomeKit Accessory Protocol.

"**Live Assistance API**" means the Documented API that enables an Internal Use Application to connect to an employee or Permitted User's FaceTime call.

"**Local Notification**" means a message, including any content or data therein, that Your Internal Use Application delivers to Your employees or Permitted 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.

"**Location Push Service Extension**" means the software extension that provides Internal Use Applications a way to achieve on-demand location updates through push notifications for use with the Core Location API in compliance with this Agreement.

"**macOS**" means the macOS operating system software provided by Apple for use by You, including any successor versions thereof.

"**macOS Product**" means an Apple-branded product that runs macOS.

"**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, transit data, points of interest and traffic data.

"**MapKit API**" means the Documented client-side API that enables You to add mapping features or functionality to Internal Use Applications.

"**MapKit JS**" means the JavaScript library that enables You to add mapping features or functionality to Your Internal Use Applications, websites, or web applications.

"**Mobile Device Management**" (MDM) means the device management functionality and related APIs provided by Apple that enable remote management and configuration of supported Apple-branded products through the use of the MDM Protocol and Apple-issued certificates.

"**MDM Compatible Products**" means enterprise server software products that enable management of supported Apple-branded products using the MDM Protocol (which Apple may provide to You at its option), and whose primary purpose is enterprise device management. For

clarity, products that are for consumer or personal use are excluded from MDM Compatible Products, except as otherwise expressly permitted in writing by Apple.

"**MDM Customer**" means an enterprise, such as a business organization, educational institution, or government agency, that is a customer of Your MDM Compatible Products. For clarity, MDM Customer specifically excludes consumers or personal users, except as otherwise expressly permitted in writing by Apple.

"**MDM Protocol**" means the proprietary protocol documentation that Apple, at its option, may provide to You under this Agreement to enable You to interact with, manage, configure and query supported Apple-branded products as expressly permitted herein.

"**Media Device Extension**" means an extension bundled as part of Your Internal Use Application that, as its sole purpose, sends content using the Media Device Extension Framework authorized by Your employee and/or Permitted User from their iPhone or iPad to another device.

"**Media Device Extension Framework**" means the Documented APIs for use within the Media Device Extension that provide the ability to send content from Your employee and/or Permitted User's iPhone or iPad to another device.

"**Merchant**" means a party who: (a) processes Apple Pay payment transactions, (b) uses the TTP APIs to accept payments, conduct transactions and access related services via Your Internal Use Application, under their own name, trademark, or brand (e.g., their name shows up on the end user's credit card statement), (c) uses the ID Verifiers APIs to perform age or ID verification via Your Internal Use Application, or (d) uses the Customer Engagement APIs to engage in Customer Engagement Interactions.

"**MFi Accessory**" means a non-Apple branded hardware device that interfaces, communicates, or otherwise interoperates with or controls an Apple-branded product using technology licensed under the MFi Program (e.g., the ability to control a supported Apple-branded product through the iPod Accessory Protocol).

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

"**MFi Program**" means a separate Apple program that offers developers, among other things, a license to incorporate or use certain Apple technology in or with hardware accessories or devices for purposes of interfacing, communicating or otherwise interoperating with or controlling select Apple-branded products.

"**Motion & Fitness APIs**" means the Documented APIs that are controlled by the Motion & Fitness privacy setting in a compatible Apple-branded product and that enable access to motion and fitness sensor data (e.g., body motion, step count, stairs climbed), unless Your employee or Permitted User has disabled access to such data.

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

"**MusicKit APIs**" means the set of APIs that enable Apple Music users to access their subscription through Your Internal Use Application or as otherwise permitted by Apple in the Documentation.

"**MusicKit Content**" means music, video, and/or graphical content rendered through the MusicKit APIs.

"**MusicKit JS**" means the JavaScript library that enables Apple Music users to access their subscription through Your Internal Use Applications, websites, or web applications.

"**Network Extension Framework**" means the Documented APIs that provide Internal Use Applications with the ability to customize certain networking features of compatible Apple-branded products (e.g., customizing the authentication process for Wi-Fi Hotspots, VPN features, and content filtering mechanisms).

"**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 Type ID, or otherwise developed by You in accordance with the Documentation.

"**Pass Information**" means the text, descriptions, representations or information relating to a Pass that You provide to or receive from Your employees or Permitted Users on or in connection with a Pass.

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

"**Payment Service Provider**" means a provider that: (a) provides payment processing services involving the processing of TTP Data for You, whether directly or indirectly, and (b) is set forth in the Documentation.

"**Permitted Entity**" means (a) if You are a vehicle manufacturer, Your authorized vehicle dealerships and certified service partners; (b) if You are a hotel holding company, hotel properties operating under Your name, trademark or brand (or a name, trademark or brand it owns or controls); or (c) other similar entities that Apple may approve in writing in its sole discretion.

"**Permitted Users**" means employees of Your Permitted Entity, Contract Employees of You or Your Permitted Entity, and other authorized users approved by Apple in advance and in writing, all of whom have written and binding agreements with You or Your Permitted Entity to protect Your Internal Use Application from unauthorized use in accordance with the terms of this Agreement. In addition, the term "Permitted Users" shall include the following additional parties only: if You are an educational institution, the term "Permitted Users" also includes faculty, staff and students of Your institution, and if You are a hospital, the term "Permitted Users" also includes credentialed physicians, referring physicians and clinicians.

"**Program**" means the overall 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 files (including applicable entitlements or other identifiers) that are provided by Apple for use by You in connection with Your Internal Use Application development and testing, and limited distribution of Your Internal Use Applications as permitted hereunder.

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

"**Push Notification**" or "**Safari Push Notification**" means a notification, including any content or data therein, that You transmit to Your employees or Permitted Users for delivery in Your Internal Use Application, Your Pass, and/or in the case of macOS, to the macOS desktop of users of Your

Site who have opted in to receive such messages through Safari on macOS, and/or that is delivered through the use of MDM or to deliver Configuration Profiles.

"**ShazamKit APIs**" means the Documented APIs that enable You to add audio-based recognition features or functionality to Your Internal Use Application.

"**ShazamKit Content**" means metadata, music, and/or graphical content provided by Apple and rendered through the ShazamKit APIs, including but not limited to MusicKit Content.

"**SiriKit**" means the set of APIs that allow Your Internal Use Application to access or provide SiriKit domains, intents, shortcuts, donations, and other related functionality, as set forth in the Documentation.

"**Site**" means a website provided by You under Your own name, trademark or brand.

"**Suggested Actions API**" means the Documented APIs that provide suggested actions based on supported content.

"**Tap to Pay Data**" or "**TTP Data**" means Your customer's data package passed through the Apple Software and Tap to Pay APIs as part of a transaction (e.g., primary account number, transaction amount, etc.).

"**Tap to Pay APIs**" or "**TTP APIs**" means the Documented APIs that enable You to conduct transactions through the use of Your Internal Use Application.

"**Term**" means the period described in **Section 11**.

"**Tracking Preference**" means the Apple setting that enables Your employee or Permitted User to set an ad tracking preference.

"**tvOS**" means the tvOS operating system software, including any successor versions thereof.

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

"**visionOS**" means the visionOS operating system software, including any successor versions thereof.

"**Wallet**" means Apple's application that has the ability to store and display Passes for use on iOS, iPadOS, watchOS, or Safari on macOS.

"**WatchKit Extension**" means an extension bundled as part of Your Internal Use Application that accesses the WatchKit framework on iOS to run and display a WatchKit app on the watchOS.

"**watchOS**" means the watchOS operating system software, including any successor versions thereof.

"**Web Software**" means web-based versions of Your software applications that have the same title and substantially equivalent features and functionality as Your Internal Use Application (e.g., feature parity).

"**Website Push ID**" means the combination of an Apple Certificate and Push Application ID that is used by You to sign Your Site's registration bundle and/or communicate with the APN.

"**Wi-Fi Aware Framework**" means the Documented APIs that provide an Internal Use Application

with the ability to make Wi-Fi Aware connections between Wi-Fi Aware capable devices.

"**Wi-Fi Aware Information**" means any content, data, or information provided through or transmitted via the Wi-Fi Aware Framework or Wi-Fi Aware protocol, including, but not limited to, identifying information such as identifiers exchanged between devices, security information used for pairing, authentication, or encryption, and other keys and device information.

"**Wi-Fi Infrastructure Framework**" means the Documented APIs that provide an Internal Use Application with the ability to share Wi-Fi Network Sharing Information from an Apple-branded device to a Wi-Fi capable accessory.

"**Wi-Fi Network Sharing Information**" means any content, data, or information provided through or transmitted via the Wi-Fi Infrastructure Framework, including network and device information and identifiers (such as SSIDs, MAC addresses, and other identifiers exchanged between devices), and security information used for authentication, passwords, encryption keys, device information or any other information derived from it (e.g., decrypted, hashed, re-encrypted).

"**You**" and "**Your**" means and refers to the legal entity (whether the company, organization, educational institution, or governmental agency, instrumentality, or department) that has accepted this Agreement under its own developer account and is using the Apple Software or otherwise exercising rights under this Agreement.

Note: For the sake of clarity, You may authorize contractors to develop Internal Use Applications on Your behalf, but any such Internal Use Applications must be owned by You, developed under Your own developer account, and deployed as Internal Use Applications only as expressly permitted herein. You are responsible to Apple for Your contractors' activities under Your account (e.g., adding them to Your team to perform development work for You) and their compliance with this Agreement. Any actions undertaken by Your contractors arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to Your contractors) shall be responsible to Apple for all such actions.

2. Internal Use License and Restrictions

2.1 Permitted Uses and Restrictions; Program services

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 Your Covered Products, except as otherwise expressly permitted in this Agreement;
(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 Your Covered Products, except as otherwise expressly permitted in this Agreement;
(c) Install Provisioning Profiles on each of Your Authorized Test Units, up to the number of Authorized Test Units that You have acquired licenses for, to be used internally by You or Your Authorized Developers for the sole purpose of developing and testing Your Covered Products, except as otherwise expressly permitted in this Agreement;
(d) Distribute Provisioning Profiles only to Your Authorized Developers and only in conjunction with Your Internal Use Applications for the purpose of developing and testing Your Internal Use Applications on Authorized Test Devices;
(e) Distribute Provisioning Profiles only to Your employees and/or Permitted Users in conjunction with Your deployment of Your Internal Use Applications on Deployment Devices for internal use by Your employees and/or Permitted Users;
(f) Allow Your Demo Recipients to use Your Internal Use Applications on Deployment Devices, but only (i) on Your physical premises and/or on Your Permitted Entity's physical premises while

under the direct supervision of Your employees or Permitted Users (e.g., a user study conducted in a lab on Your premises), or (ii) in other locations, provided all such use is while under the direct supervision and physical control of Your employees or Permitted Users (e.g., a sales presentation by an Employee); and
(g) Incorporate the Apple Certificates issued to You pursuant to this Agreement for purposes of digitally signing Your Internal Use Applications, Passes, Safari Push Notifications, and as otherwise expressly permitted by this Agreement.

Except as set forth in **Section 2.1**, You may not use, distribute or otherwise make Your Internal Use Applications available to any third parties in any way. You may permit Your Permitted Entity to deploy Your Internal Use Applications to Permitted Users on Your behalf, provided that such deployment is at least as restrictive and protective of Apple as the terms of this Agreement (e.g., posting the App on a public website or non-authenticated server would be prohibited). Any actions undertaken by Your Permitted Entity in relation to such deployment and/or arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to Your Permitted Entity) shall be responsible to Apple for all such actions. Apple reserves the right to set the limited number of devices that each Licensee may register as an Authorized Test Unit and obtain licenses for under this Program.

Apple may provide access to services by or through the Program for You to use with Your developer account (e.g., device or app provisioning, managing teams or other account resources). You agree to access such services only through the Program web portal (which is accessed through Apple's developer website) or through Apple-branded products that are designed to work in conjunction with the Program (e.g., Xcode) and only as authorized by Apple. If You (or Your Authorized Developers) access Your developer account through these other Apple-branded products, You acknowledge and agree that this Agreement shall continue to apply to any use of Your developer account and to any features or functionality of the Program that are made available to You (or Your Authorized Developers) in this manner (e.g., Apple Certificates and Provisioning Profiles can be used only in the limited manner permitted herein, etc.). You agree not to create or attempt to create a substitute or similar service through use of or access to the services provided by or through the Program. If Apple provides power and performance metrics for Your Internal Use Application, You agree that such metrics may be used solely for Your own internal use and may not be provided to any third party (except as set forth in **Section 2.9**). Further, You may only access such services using the Apple Account associated with Your developer account or authentication credentials (e.g., keys, tokens, password) associated with Your developer account, and You are fully responsible for safeguarding Your Apple Account and authentication credentials from compromise and for using them only as authorized by Apple and in accordance with the terms of this Agreement, including but not limited to **Section 2.8** and **5**. Except as otherwise expressly permitted herein, You agree not to share, sell, resell, rent, lease, lend, or otherwise provide access to Your developer account or any services provided therewith, in whole or in part, to anyone who is not an Authorized Developer on Your team, and You agree not to solicit or request Apple Developer Program members to provide You with their Apple Accounts, authentication credentials, and/or related account information and materials (e.g., Apple Certificates used for distribution). You understand that each team member must have their own Apple Account or authentication credentials to access Your account, and You shall be fully responsible for all activity performed through or in connection with Your account. To the extent that You own or control an Apple-branded computer running Apple's macOS Server or Xcode Server ("**Server**") and would like to use it for Your own development purposes in connection with the Program, You agree to use Your own Apple Account or other authentication credentials for such Server, and You shall be responsible for all actions performed by such Server.

2.2 Authorized Test Units and Pre-Release Apple Software

As long as an Authorized Test Unit 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 Unit to Your Authorized Developers and to not disclose, show, rent, lease, lend, sell or otherwise transfer such Authorized Test Unit to any third party. You further agree to take reasonable

precautions to safeguard, and to instruct Your Authorized Developers to safeguard, all Authorized Test Units from loss or theft.

You acknowledge that by installing any pre-release Apple Software or using any pre-release Services on Your Authorized Test Units, these Units 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 Units, Your Covered Product 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 Services that constitute Apple Confidential Information and are subject to the confidentiality obligations of this Agreement, except as otherwise set forth herein. Such pre-release Apple Software and 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 Services, that Apple has not promised or guaranteed to You that such pre-release software or services will be announced or made available to anyone in the future, and that Apple has no express or implied obligation to You to announce or 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 Services is done entirely at Your own risk. You agree not to provide any pre-release versions of the Apple Software or Services to anyone other than Your Authorized Developers.

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 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, Services, 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 Services, and, to the extent that You become aware of any claims relating to the Apple Software or Services, 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 Covered Products.

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 Certificates, or any Services, in whole or in part, or to enable others to do so. You may not use the Apple Software, Apple 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 Apple SDKs on any non-Apple-branded computer, and not to install, use or run iOS, watchOS, tvOS, iPadOS, macOS, visionOS, or Provisioning Profiles on or in connection with devices other than Apple-branded products, 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 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 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 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 https://www.apple.com/legal/intellectual-property/guidelinesfor3rdparties.html, as they may be 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. You understand that such modifications may require You to change or update Your Covered Products. Further, You acknowledge and agree that such modifications may affect Your ability to use, access, or interact with the Apple Software and Services. 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.

2.8 Use of Apple Services

Apple may provide access to Apple Services that Your Covered Products may call through APIs in the Apple Software and/or that Apple makes available to You through other mechanisms, e.g., through the use of keys that Apple may make accessible to You under the Program. You agree to access such Apple Services only through the mechanisms provided by Apple for such access and only for use on Apple-branded products. Except as permitted in **Section 2.9 (Third-Party Service Providers)** or as otherwise set forth herein, You agree not to share access to mechanisms provided to You by Apple for the use of the Services with any third party. Further, You agree not to create or attempt to create a substitute or similar service through use of or access to the Apple Services.

You agree to access and use such Services only as necessary for providing services and functionality for Your Covered Products that are eligible to use such Services and only as permitted by Apple in writing, including in the Documentation. You may not use the Apple Services in any manner that is inconsistent with the terms of this Agreement or that infringes any intellectual property rights of a third party or Apple, or that violates any applicable laws or regulations. You agree that the Apple Services contain proprietary content, information and material owned by Apple and its licensors, and protected by applicable intellectual property and other laws. You may not use such proprietary content, information or materials in any way whatsoever, except for the permitted uses of the Apple Services under this Agreement, or as otherwise agreed by Apple in writing.

You understand there may be storage capacity, transmission, and/or transactional limits for the Apple Services both for You as a developer and for Your employees or Permitted Users. If You reach or Your employee or Permitted User reaches such limits, then You or Your employee or Permitted User may be unable to use the Apple Services or may be unable to access or retrieve data from such Services through Your Covered Products or through the applicable end-user accounts. You agree not to charge any fees to Your employees or Permitted Users solely for access to or use of the Apple Services through Your Covered Products or for any content, data or information provided therein, and You agree not to sell access to the Apple Services in any way. You agree not to fraudulently create any end-user accounts or induce any of Your employees or Permitted Users to violate the terms of their applicable end-user terms or service agreement with Apple or to violate any Apple usage policies for such end-user services. Except as expressly set forth herein, You agree not to interfere with Your employee's or Permitted User's ability to access or use any such services.

Apple reserves the right to change, suspend, deprecate, deny, limit, or disable access to the Apple Services, or any part thereof, at any time without notice (including but not limited to revoking entitlements or changing any APIs in the Apple Software that enable access to the Services or not providing You with an entitlement). In no event will Apple be liable for the removal of or disabling of access to any of the foregoing. Apple may also impose limits and restrictions on the use of or access to the Apple Services, may remove the Apple Services for indefinite time periods, may revoke Your access to the Apple Services, or may cancel the Apple Services (or any part thereof) at any time without notice or liability to You and in its sole discretion.

Apple does not guarantee the availability, accuracy, completeness, reliability, or timeliness of any data or information displayed by any Apple Services. To the extent You choose to use the Apple Services with Your Covered Products, You are responsible for Your reliance on any such data or information. You are responsible for Your use of the Apple Software and Apple Services, and if You use such Services, then it is Your responsibility to maintain appropriate alternate backup of all Your content, information and data, including but not limited to any content that You may provide to Apple for hosting as part of Your use of the Services. You understand and agree that You may not be able to access certain Apple Services upon expiration or termination of this Agreement and that Apple reserves the right to suspend access to or delete content, data or information that You or Your Covered Product have stored through Your use of such Services provided hereunder. You should review the Documentation and policy notices posted by Apple prior to using any Apple Services.

Apple Services may not be available in all languages or in all countries or regions, and Apple makes no representation that any such Services would be appropriate, accurate or available for use in any particular location or product. To the extent You choose to use the Apple Services with Your Internal Use Applications, You do so at Your own initiative and are responsible for compliance with any applicable laws. Apple reserves the right to charge fees for Your use of the Apple Services. Apple will inform You of any Apple Service fees or fee changes by email and information about such fees will be posted in the Program web portal or the CloudKit console. Apple Service availability and pricing are subject to change. Further, Apple Services may not be made available for all Covered Products and may not be made available to all developers. Apple reserves the right to not provide (or to cease providing) the Apple Services to any or all developers at any time in its sole discretion.

2.9 Third-Party Service Providers

Unless otherwise prohibited by Apple in the Documentation or this Agreement, You are permitted to employ or retain a third party ("**Service Provider**") to assist You in using the Apple Software and Services provided pursuant to this Agreement, including, but not limited to, engaging any such Service Provider to maintain and administer Your Internal Use Applications' servers on Your behalf, provided that any such Service Provider's use of the Apple Software and Services or any materials associated therewith is done solely on Your behalf and only in accordance with these

terms. You agree to have a binding written agreement with Your Service Provider with terms at least as restrictive and protective of Apple as those set forth herein. Any actions undertaken by any such Service Provider in relation to Your Internal Use Applications or use of the Apple Software or Apple Services 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). In the event of any actions or inactions by the 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.

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 or regions) 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 employees and/or Permitted Users in connection with this Agreement will be current, true, accurate, supportable and complete. This includes information regarding Your identity and Your Covered Products. And You acknowledge and agree it is Your obligation to promptly notify Apple of any changes to such information. You also agree to respond promptly to Apple's questions regarding information You have provided, including questions about Your identity so Apple can ascertain Your compliance with this Agreement, including **Section 3.1** and **Section 14.8**. You acknowledge and agree that failure to do so may be grounds for disabling or terminating Your Program membership and access to Apple Software and Services. Further, You agree that Apple may share such information (e.g., email address and mailing address) with third parties who have a need to know for related purposes (e.g., questions from regulators);

(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 Authorized Developers', Your employees', Permitted Users', and Demo Recipients' use of the Apple Software, Services and Deployment Devices, including but not limited to 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 Authorized Developers, Your employees, Permitted Users and Demo Recipients;

(e) You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by You, Your Permitted Entity, Your Authorized Developers, Your employees, Your Permitted Users, and Your Demo Recipients in connection with the Apple Software, Services, the Deployment Devices, Your Covered Products 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 and Apple Services

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

(a) You will use the Apple Software and any services only 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 Apple Services: (1) for any unlawful or illegal activity, nor to develop any Covered Product, which would commit or facilitate the commission of a crime, or other tortious, unlawful or illegal act; (2) to threaten, incite, or promote violence, terrorism, or other serious harm; or (3) to create or distribute any content or activity that promotes child sexual exploitation or abuse;

(c) Your Internal Use Application, Library and/or Pass 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;
(d) To the best of Your knowledge and belief, Your Covered Products 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 Certificates, Apple Services or otherwise, create any Covered Product or other code or program that would: (1) disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by iOS, watchOS, iPadOS, tvOS, visionOS, the Apple Software, or any Services, or other Apple software or technology, or enable others to do so (except to the extent expressly permitted by Apple in writing); or (2) violate the security, integrity, or availability of any user, network, computer or communications system;
(f) You will not, directly or indirectly, commit any act intended to interfere with the Apple Software or Services, the intent of this Agreement, or Apple's business practices including, but not limited to, taking actions that may hinder the performance or intended use of the Apple Software, or the Program. Further, You will not engage, or encourage others to engage, in any unlawful, unfair, misleading, fraudulent, improper, or dishonest acts or business practices relating to Your Covered Products (e.g., deceptive business practices, unfair competition);
(g) Except for testing and development purposes as expressly permitted herein, Internal Use Applications or Passes developed using the Apple Software may only be deployed to and used by Your employees or Permitted Users for internal use purposes or for limited use by Demo Recipients on Deployment Devices on Your (or Your Permitted Entity's) physical premises or in other locations, but in both cases only when the use is under Your (or Your Permitted Entity's) direct supervision and physical 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, customers, consumers, contractors (except for contractors 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, vendors, resellers, end users of the general public in any manner. Further, You may not host Internal Use Applications in any locations that are accessible to anyone other than Your Authorized Developers, employees, and Permitted Users (e.g. not on a public website, repository, file hosting service, etc.) and must take all reasonable steps to prevent Internal Use Applications from being downloaded and accessed by anyone other than such parties; and
(h) You will not (1) use or prompt Apple Software or Services in a manner that You know or reasonably should know generates, or is intended to generate, content that is unlawful, harmful or infringes, misappropriates or violates the rights of Apple or others, (2) use output generated from an Apple model to train, fine-tune, or improve another artificial intelligence model, or (3) programmatically access or use Apple models through Apple Software or Services except as expressly permitted. Furthermore, You warrant You have all necessary rights and licenses to use the information that You input to Apple Software or Services with such Software and Services.

3.3 Program Requirements for Internal Use Applications, Libraries and Passes

Any Internal Use Application for an Apple-branded product that will be distributed as permitted herein must be developed in compliance with the Documentation and the Program Requirements, the current set of which is set forth below in this **Section 3.3**. Libraries and Passes are subject to the same criteria:

3.3.1 APIs and Functionality

A. Documented APIs

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

B. Executable Code

Except as set forth in the next paragraph, an Internal Use Application may not download or install executable code. Interpreted code may be downloaded to an Internal Use Application but only so long as such code: (a) does not change the primary purpose of the Internal Use Application by providing features or functionality that are inconsistent with the intended purpose of the Internal Use Application, and (b) does not bypass signing, sandbox, or other security features of the OS.

An Internal Use Application that is a programming environment intended for use in learning how to program may download and run executable code so long as the following requirements are met: (i) no more than 80 percent of such Internal Use Application's viewing area or screen may be taken over with executable code, except as otherwise permitted in the Documentation, (ii) such Internal Use Application must present a reasonably conspicuous indicator to the user within the Internal Use Application to indicate that the user is in a programming environment, (iii) such Internal Use Application must not create a store or storefront for other code or applications, and (iv) the source code provided by such Internal Use Application must be completely viewable and editable by the user (e.g., no pre-compiled libraries or frameworks may be included with the code downloaded).

C. Additional Features or Functionality

An Internal Use Application that will be used by Demo Recipient may not permit commerce, credits or purchases of any kind to be made through the use of such Application, without Apple's express prior written consent. Further, You may not charge Your Permitted Entity, or any Demo Recipients, employees, or Permitted Users, in any way for the use of such Internal Use Application. An Internal Use Application that will be used by employees and Permitted Users may permit commerce, credits or purchases, but solely for purchases of goods or services used by or consumed within Your organization (e.g., a cafeteria app can permit transactions).

D. Designated Container Areas

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.

E. Compatibility Mode on iPadOS

An Internal Use Application for iOS must have at least the same features and functionality when run by a user in compatibility mode on iPadOS (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.

F. Multitasking

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

G. Documentation

Internal Use Applications must comply with the Human Interface Guidelines (HIG) and other Documentation provided by Apple. You agree to follow the HIG to develop an appropriate user interface and functionality for Your Internal Use Application that is compatible with the design of Apple-branded products (e.g., a watch App should have a user interface designed for quick interactions in accordance with the HIG's watchOS design themes).

3.3.2 Regulatory Compliance

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") as well as other U.S. regulatory bodies such as

the FAA, HHS, FTC, and FCC, and the laws, regulations and policies of any other applicable regulatory bodies in any countries, territories, or regions where Your Internal Use Application is made available, e.g. MHRA, CFDA. 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, territories, or regions 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. If requested by the FDA or by another government body that has a need to review or test Your Internal Use Application as part of its regulatory review process, You may provide Your Internal Use Application to such entity for review purposes. Further, You agree to promptly notify Apple in accordance with the procedures set forth in **Section 14.5** of any complaints or threats of complaints regarding Your Internal Use Application in relation to any such regulatory requirements.

3.3.3 Data and Privacy

A. Recordings

If Your Internal Use Application captures or makes any video, microphone, screen recording, or camera recordings, whether saved on the device or sent to a server (e.g., an image, photo, voice or speech capture, or other recording) (collectively "**Recordings**"), 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.

- In addition, 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.

B. Collection and Use of Data

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, whether such data is obtained directly from the user or through the use of the Apple Software, Apple Services, or Apple SDKs, 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 **Section 3.3.3(E)**. You may not broaden or otherwise change the scope of usage for previously collected user or device data without obtaining prior user consent for such expanded or otherwise changed data collection. Further, neither You nor Your Internal Use Application will use any permanent, device-based identifier, or any data derived therefrom, for purposes of uniquely identifying a device.

C. Disclosures to Users

You must provide clear and complete information to users regarding Your collection, use and disclosure of user or device data, e.g., a description of Your use of user and device data in the Your Internal Use Application. 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 such user's device or user data, You (and any third party with whom You have contracted to serve advertising) must promptly cease all such use. You must provide a privacy policy in Your Internal Use Application, or to Your employees and Permitted Users in another manner explaining Your collection, use, disclosure, sharing, retention, and deletion of user or device data. You agree to notify Your users, in accordance with applicable law, in the event of a data breach in which user data

collected from Your Internal Use Application is compromised (e.g., You will send an email notifying Your users if there has been an unintentional disclosure or misuse of their user data).

D. Legal and Other Requirements

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 (e.g., a user's IP address, the name of the user's device, and any installed apps associated with a user);

- Internal Use Applications may not be designed or marketed for the purpose of harassing, abusing, spamming, stalking, 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 any such data for any unauthorized purpose; and

- If Your Internal Use Application is intended for human subject research or uses the HealthKit APIs for clinical health-related uses which may involve personal data (e.g., storage of health records), then You agree to inform participants of the intended uses and disclosures of their personally identifiable data as part of such research or clinical health uses and to obtain consent from such participants (or their guardians) who will be using Your Internal Use Application for such research or clinical health purposes. Further, You shall prohibit third parties to whom You provide any de-identified or coded data from re-identifying (or attempting to re-identify) any participants using such data without participant consent, and You agree to require that such third parties pass the foregoing restriction on to any other parties who receive such de-identified or coded data.

- Unless otherwise expressly permitted by Apple in writing, You will not use the Apple Software or Services (including iCloud, the iCloud Storage APIs, CloudKit APIs, or any component or function thereof) to create, receive, maintain or transmit any sensitive, individually-identifiable health information, including "protected health information" (as such term is defined at 45 C.F.R § 160.103), or use the Apple Software or Services in any manner that would make Apple (or any Apple Subsidiary) Your or any third party's "business associate" (as such term is defined at 45 C.F.R. § 160.103). You agree to be solely responsible for complying with any reporting requirements under law or contract arising from Your breach of this Section.

E. Advertising Identifier and Tracking Preference; Ad Network APIs

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. For Internal Use Applications compiled for any iOS version or tvOS version providing access to the Ad Support APIs, You agree to check a user's Tracking Preference prior to serving any advertising using the Advertising Identifier, and You agree to abide by a user's setting in the Tracking Preference in Your use of the Advertising Identifier and in Your use of any other user or device data for tracking.

In addition, You may request to use the Ad Network APIs to track application advertising conversion events. If You are granted permission to use the Ad Network APIs, You agree not to use such APIs, or any information obtained through the use of the Ad Network APIs, for any purpose other than verifying ad validation information as part of an advertising conversion event. You agree not to combine, correlate, link, or otherwise associate, either directly or indirectly, information that is provided as part of the ad validation through the use of the Ad Network APIs with other information You may have about a user. Apple reserves the right to reject any requests to use the Ad Network APIs, in its sole discretion.

F. Location and Maps; User Consents

(i) Internal Use Applications that use location-based APIs (e.g., Core Location, MapKit API, Apple Maps Server API) or otherwise provide location-based services may not be designed or marketed for automatic or autonomous control of vehicle behavior, or for emergency or life-saving purposes.

(ii) Internal Use Applications that offer location-based services or functionality, or that otherwise obtain, or attempt to obtain, a user's location through the use of the Apple Software or Apple Services, must notify and obtain consent from a user before a user's location data is collected, transmitted or otherwise used by the Internal Use Application and then such data must be used only as consented to by the user and as permitted herein. For example, if You use the "Always" location option in Your Internal Use Application for the purpose of continuous collection and use of a user's location data, You should provide a clearly defined justification and user benefit that is presented to the user at the time the permission.

(iii) 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.

(iv) 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, audio data, and/or reminders are being collected, transmitted, maintained, processed or used, or intended to obtain consent for such use. Further, if You have the ability to add a description in such alerts, warnings, and display panels (e.g., information in the purpose strings for the Camera APIs), any such description must be accurate and not misrepresent the scope of 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.

(v) If Your Internal Use Application (or Your website or web application, as applicable) uses or accesses the MapKit API, Apple Maps Server API or MapKit JS from a device running iOS version 6 or later, Your Internal Use Application (or Your website or web application, as applicable) will access and use the Apple Maps Service. All use of the MapKit API, Apple Maps Server API, MapKit JS, and Apple Maps Service must 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).

(vi) Your Internal Use Application may use the Location Push Service Extension to either: (a) allow Your employees and Permitted Users to share their location with others they explicitly approve, or (b) alert the nearest first-responders to a time-sensitive medical emergency, and the

Location Push Service Extension can be used only for those purposes within Your Internal Use Application. By adding the capability to Your Internal Use Application, You represent and warrant that Your Internal Use Application meets the requirements set forth in this Section and in the Documentation.

You understand there are operational rate limits for the use of the Location Push Service Extension, both for You as a developer and for Your employees and Permitted Users, as set forth in the Documentation. If You reach or Your employees and Permitted Users reach such limits, then You or Your employees and Permitted Users may be unable to use the Location Push Service Extension until Your or Your employees' and Permitted Users' rate of use returns to supported levels.

G. Network Extension Framework

Your Internal Use Application must not access the Network Extension Framework unless Your Internal Use Application is primarily designed for providing networking capabilities, and You have received an entitlement from Apple for such access. You agree to the following if You receive such entitlement:

- You agree to clearly disclose to Your employees and Permitted Users how You and Your Internal Use Application will be using their network information and, if applicable, filtering their network data, and You agree to use such data and information only as expressly consented to by the Your employee or Permitted User and as expressly permitted herein;

- You agree to store and transmit network information or data from Your employee or Permitted User in a secure and appropriate manner;

- You agree not to divert Your employees' or a Permitted User's network data or information through any undisclosed, improper, or misleading processes, e.g., to filter it through a website to obtain advertising revenue or spoof a website;

- You agree not to use any network data or information from Your employees or Permitted Users to bypass or override any end-user settings, e.g., You may not track Your employees' or a Permitted User's Wi-Fi network usage to determine their location if they have disabled location services for Your Internal Use Application; and

- Notwithstanding anything to the contrary in **Section 3.3.3(B)**, You and Your Internal Use Application may not use the Network Extension Framework, or any data or information obtained through the Network Extension Framework, for any purpose other than providing networking capabilities in connection with Your Internal Use Application (e.g., not for using Your employees' or Permitted Users' Internet traffic to serve advertising or to otherwise build user profiles for advertising).

Apple reserves the right to not provide You with an entitlement to use the Network Extension Framework in its sole discretion and to revoke such entitlement at any time. In addition, if You would like to use the Access Wi-Fi Information APIs (which provide the Wi-Fi network to which a device is connected), then You must request an entitlement from Apple for such use, and, notwithstanding anything to the contrary in **Section 3.3.3(B)**, You may use such APIs only for providing a service or function that is directly relevant to the Internal Use Application (e.g., not for serving advertising).

H. HealthKit APIs and Motion & Fitness APIs

Your Internal Use Application must not access the HealthKit APIs or Motion & Fitness APIs unless the use of such APIs is for health, motion, and/or fitness purposes, and this usage is clearly evident in Your marketing text and user interface. In addition:

- Notwithstanding anything to the contrary in **Section 3.3.3(B)**, You and Your Internal Use Application may not use the HealthKit APIs or the Motion & Fitness APIs, or any information obtained through the HealthKit APIs or the Motion & Fitness APIs, for any purpose other than providing health, motion, and/or fitness services in connection with Your Internal Use Application (e.g., not for serving advertising);

- You must not use the HealthKit APIs or the Motion & Fitness APIs, or any information obtained through the HealthKit APIs or the Motion & Fitness APIs, to disclose or provide Your employee's and/or Permitted Users' health, motion, and/or fitness information to a third party without prior express end-user consent, and then only for purposes of enabling the third party to provide health, motion, and/or fitness services as permitted herein. For example, You must not share or sell Your employees' and/or Permitted Users' health information collected through the HealthKit APIs or Motion & Fitness APIs to advertising platforms, data brokers or information resellers. For clarity, You may allow Your employees and/or Permitted Users to consent to share their data with third parties for medical research purposes; and

- You agree to clearly disclose to Your employees and Permitted Users how You and Your Internal Use Application will be using their health, motion, and/or fitness information and to use it only as expressly consented to by Your employee and/or Permitted User and as expressly permitted herein.

I. HomeKit APIs

Your Internal Use Application must not access the HomeKit APIs unless it is primarily designed to provide home configuration or home automation services (e.g., turning on a light, lifting a garage door) for Licensed HomeKit Accessories and this usage is clearly evident in Your marketing text and user interface. You agree not to use the HomeKit APIs for any purpose other than interfacing, communicating, interoperating with or otherwise controlling a Licensed HomeKit Accessory or for using the HomeKit Database, and then only for home configuration or home automation purposes in connection with Your Internal Use Application. In addition:

- Your Internal Use Application may use information obtained from the HomeKit APIs and/or the HomeKit Database only on a compatible Apple-branded product and may not export, remotely access or transfer such information off product (e.g., a lock password cannot be sent off Your employees' or a Permitted User's device to be stored in an external non-Apple database), unless otherwise expressly permitted in the Documentation; and

- Notwithstanding anything to the contrary in **Section 3.3.3(B)**, You and Your Internal Use Application may not use the HomeKit APIs, or any information obtained through the HomeKit APIs or through the HomeKit Database, for any purpose other than providing or improving home configuration or home automation services in connection with Your Internal Use Application (e.g., not for serving advertising).

J. Address Book

If Your Internal Use Application accesses data from Your employee's and/or Permitted User's Address Book through the Address Book API, You must notify and obtain consent from the user before a user's 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 Your employee's or Permitted User's Address Book altogether to a location off of Your employee's or Permitted 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.

K. Face Data

If Your Internal Use Application accesses Face Data, then You must do so only to provide a service or function that is directly relevant to the use of the Internal Use Application, and You agree to inform users of Your intended uses and disclosures of Face Data by Your Internal Use Application and to obtain clear and conspicuous consent from such users before any collection or use of Face Data. Notwithstanding anything to the contrary in **Section 3.3.3(B)**, neither You nor Your Internal Use Application (nor any third party with whom You have contracted to serve advertising) may use Face Data for serving advertising or for any other unrelated purposes. In addition:

- You may not use Face Data in a manner that will violate the legal rights of Your users (or any third parties) or to provide an unlawful, unfair, misleading, fraudulent, improper, exploitative, or objectionable user experience and then only in accordance with the Documentation;

- You may not use Face Data for authentication, advertising, or marketing purposes, or to otherwise target Your employees or a Permitted User in a similar manner;

- You may not use Face Data to build a user profile, or otherwise attempt, facilitate, or encourage third parties to identify anonymous users or reconstruct user profiles based on Face Data;

- You agree not to transfer, share, sell, or otherwise provide Face Data to advertising platforms, analytics providers, data brokers, information resellers or other such parties; and

- Face Data may not be shared or transferred off the user's device unless You have obtained clear and conspicuous consent for the transfer and the Face Data is used only in fulfilling a specific service or function for Your Internal Use Application (e.g., a face mesh is used to display an image of the user within the Internal Use Application) and only in accordance with these terms and the Documentation. You agree to require that Your service providers use Face Data only to the limited extent consented to by the user and only in accordance with these terms.

L. ID Verifier APIs

Your Internal Use Application may use the ID Verifier APIs solely for the purpose of enabling the verification of the Your employees' and Permitted Users' age or ID through Your Internal Use Application. In addition:

- You acknowledge and agree that Apple is not a party to any verification of age or IDs facilitated through the use of the ID Verifier APIs and is not responsible for any such verifications, including but not limited to identity fraud;

- You agree to store any private keys and ID Verifier Data provided to You as part of Your use of the ID Verifier APIs in a secure manner (e.g. encrypted on a server) and in accordance with any applicable laws and the Documentation;

- You agree not to call the ID Verifier APIs or otherwise attempt to gain information through the ID Verifier APIs for purposes unrelated to enabling the verification of Your employees' and Permitted Users' age or ID through the use of Your Internal Use Application;

- You Agree that Apple has no responsibility to ensure that the age or ID verifications facilitated by the ID Verifier APIs have been appropriately noticed and consented to by Your employees and Permitted Users. Apple shall not be liable in any event for any unauthorized or fraudulent age or ID verifications;

- You agree that You will provide accurate and complete information about Your Internal Use Application, and promptly provide any updates to such information in connection with Your use of the ID Verifier APIs.

M. Suggested Actions API

Your Internal Use Application may access the Suggested Actions API solely to surface UI actions to Your employee or Permitted User in response to supported content, where such content is sent by, received by, or otherwise directly associated with Your Internal Use Application. You may not transmit the action, or information regarding or related to the action, off Your employees or Permitted Users' device for any purpose.

3.3.4 Content Rights and Licensing

A. Content and Materials

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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, Apple-branded products or other software, firmware, hardware, data, systems, services, or networks.

(v) 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.

(vi) 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, territory, or region 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.

(vii) Your Internal Use Application may include a direct link to a page on Your web site where You include the ability for Your employee or Permitted 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, territory, or region where You enable the charitable contribution to be made. You also agree to clearly state that Apple is not the fundraiser.

(viii) You understand and agree that Your employee or Permitted User may use Apple Software and Services to create derivative works of content embodied in or accessed through Your Internal Use Application for personal accessibility purposes (e.g. generating subtitles or translations, summarizing text, changing font size, or modifying colors) ("Accessibility

Modifications"). You represent and warrant that You have sufficient rights in the content to permit Accessibility Modifications without restriction 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.

B. Spotlight-Image-Search Service

To the extent that You provide Apple's spotlight-image-search service with access to any of Your domains that are associated with Your Licensed Applications (the "Associated Domain(s)"), You hereby grant Apple permission to crawl, scrape, copy, transmit and/or cache the content found in the Associated Domain(s) (the "Licensed Content") for the purposes set forth in this section. The Licensed Content shall be considered Licensed Application Information under this Agreement. You hereby further grant Apple a license to use, make, have made, reproduce, crop and/or modify the file format, resolution and appearance of the Licensed Content (for the purposes of reducing file size, converting to a supported file type and/or displaying thumbnails), and to publicly display, publicly perform, integrate, incorporate and distribute the Licensed Content to enhance search, discovery, and end-user distribution of the Licensed Content in Apple's Messages feature. Upon the termination of this Agreement for any reason, end users of Apple-branded products will be permitted to continue using and distributing all Licensed Content that they obtained through the use of Apple-branded products prior to such termination.

3.3.5 Enterprise and Education Technologies

A. Mobile Device Management and Configuration Profiles

All use of MDM and Configuration Profiles must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 2 (Additional Terms for the use of MDM. Use of MDM and Configuration Profiles under this Agreement is only for commercial enterprises (such as business organizations, educational institutions, or government agencies) and not for any consumer or personal use (except as otherwise expressly permitted in writing by Apple). You must make a clear declaration of what user data will be collected and how it will be used on an app screen or other notification mechanism prior to any user action to use a Configuration Profile. You may not share or sell user data obtained through a Configuration Profile to advertising platforms, data brokers, or information resellers. In addition, You may not override the consent panel for a Configuration Profile or any other mechanisms of a Configuration Profile.

B. ClassKit APIs

Your Internal Use Application must not include the ClassKit APIs unless it is primarily designed to provide educational services, and this usage is clearly evident in Your marketing text and user interface. You agree not to submit false or inaccurate data through the ClassKit APIs or to attempt to redefine the assigned data categories for data submitted through the ClassKit APIs (e.g., student location data is not a supported data type and should not be submitted).

3.3.6 Entertainment Technologies

A. Single Sign-On API

Your Internal Use Application must not access or use the Single Sign-On API unless You are a Multi-channel Video Programming Distributor (MVPD) or unless Your Internal Use Application is primarily designed to provide subscription-based video programming and You have received an entitlement from Apple or otherwise have received Apple's written permission to do so. Any such use must be in compliance with the Documentation for the Single Sign-On API. You acknowledge that Apple reserves the right to not provide You such an entitlement or permission, and to revoke such entitlement or permission, at any time, in its sole discretion.

B. MusicKit

You agree not to call the MusicKit APIs or use MusicKit JS (or otherwise attempt to gain information through the MusicKit APIs or MusicKit JS) for purposes unrelated to facilitating access to the Apple Music subscriptions of Your employees and/or Permitted Users. If You access the MusicKit APIs or MusicKit JS, then You must follow the Apple Music Identity Guidelines. You agree not to require payment for or indirectly monetize access to the Apple

Music service (e.g. in-app purchase, advertising, requesting user info) through Your use of the MusicKit APIs, MusicKit JS, or otherwise in any way. In addition:

- If You choose to offer music playback through the MusicKit APIs or MusicKit JS, full songs must be enabled for playback, and users must initiate playback and be able to navigate playback using standard media controls such as “play,” “pause,” and “skip”, and You agree to not misrepresent the functionality of these controls;

- You may not, and You may not permit Your employees or Permitted Users to, download, upload, or modify any MusicKit Content and MusicKit Content cannot be synchronized with any other content, unless otherwise permitted by Apple in the Documentation;

- You may play MusicKit Content only as rendered by the MusicKit APIs or MusicKit JS and only as permitted in the Documentation (e.g., album art and music-related text from the MusicKit API may not be used separately from music playback or managing playlists);

- Metadata from users (such as playlists and favorites) may be used only to provide a service or function that is clearly disclosed to Your employees and Permitted Users and that is directly relevant to the use of Your Internal Use Application, website, or web application, as determined in Apple’s sole discretion; and

- You may use MusicKit JS only as a stand-alone library in Your Internal Use Application, website, or web application and only as permitted in the Documentation (e.g., You agree not to recombine MusicKit JS with any other JavaScript code or separately download and re-host it).

C. ShazamKit

All use of the ShazamKit APIs must be in accordance with the terms of this Agreement (including the Apple Music Identity Guidelines and Program Requirements) and the Documentation. If You choose to display ShazamKit Content corresponding to songs available on Apple Music, then You must provide a link to the respective content within Apple Music in accordance with the Apple Music Identity Guidelines. Except to the extent expressly permitted herein, You agree not to copy, modify, translate, create a derivative work of, publish or publicly display ShazamKit Content in any way. Further, You may not use or compare the data provided by the ShazamKit APIs for the purpose of improving or creating another audio recognition service. Internal Use Applications that use the ShazamKit APIs may not be designed or marketed for compliance purposes (e.g., music licensing and royalty auditing).

3.3.7 Infrastructure Technologies

A. MFi Accessories

Your Internal Use Application may interface, communicate, or otherwise interoperate with or control an MFi Accessory (as defined above) through wireless transports or through Apple's lightning or 30-pin connectors only if (i) such MFi Accessory is licensed under the MFi 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 MFi Accessory, and (iii) the MFi Licensee has received approval from the MFi Program for such addition.

B. Cellular Network

(i) 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.

(ii) 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 and/or Permitted Users, prior to use, to check the terms of agreement with their operator. In addition, if Your Internal Use Application allows such parties to send SMS messages, or make cellular voice calls, 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.

C. Apple Push Notification Service or Local Notifications

All use of Push Notifications via the Apple Push Notification Service 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).

D. iCloud

All use of the iCloud Storage APIs and CloudKit 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).

E. Extensions

Internal Use Applications that include extensions in the Internal Use Application bundle must provide some functionality beyond just the extensions (e.g., help screens, additional settings), unless Your Internal Use Application includes a WatchKit Extension. In addition:

- Extensions (excluding WatchKit Extensions) may not include advertising, product promotion, direct marketing, or In-App Purchase Offers in their extension view;

- Extensions may not block the full screen of an Apple-branded product, or redirect, obstruct or interfere in an undisclosed or unexpected way with a user's use of another developer's application or any Apple-provided functionality or service;

- Extensions may operate only in Apple-designated areas of iOS, watchOS, iPadOS, or tvOS as set forth in the Documentation;

- Extensions that provide keyboard functionality must be capable of operating independent of any network access and must include Unicode characters (vs. pictorial images only);

- Any keystroke logging done by any such extension must be clearly disclosed to Your employee and/or Permitted User prior to any such data being sent from iOS or iPadOS, and notwithstanding anything else in **Section 3.3.3(B)**, such data may be used only for purposes of providing or improving the keyboard functionality of Your Internal Use Application (e.g., not for serving advertising);

- Any message filtering done by an extension must be clearly disclosed to Your employee and/or Permitted User, and notwithstanding anything else in **Section 3.3.3(B)**, any SMS or MMS data (whether accessed through a message filtering extension or sent by iOS to a messaging extension's corresponding server) may be used only for purposes of providing or improving the message experience of the user by reducing spam or messages from unknown sources, and must not be used for serving advertising or for any other purpose. Further, SMS or MMS data from a user that is accessed within the extension may not be exported from the extension's designated container area in any way; and

- Your Internal Use Application must not automate installation of extensions or otherwise cause extensions to be installed without the user's knowledge, and You must accurately specify to the user the purpose and functionality of the extension.

F. DeviceCheck APIs

If You use DeviceCheck APIs to store DeviceCheck Data, then You must provide a mechanism for customers to contact You to reset those values, if applicable (e.g. resetting a trial subscription or re-authorizing certain usage when a new user acquires the device). You may not rely on the DeviceCheck Data as a single identifier of fraudulent conduct and must use the DeviceCheck Data only in connection with other data or information, e.g., the DeviceCheck Data cannot be the sole data point since a device may have been transferred or resold. Apple reserves the right to delete any DeviceCheck Data at any time in its sole discretion, and You agree not to rely on any such Data. Further, You agree not to share the DeviceCheck tokens You receive from Apple with any third party, except a Service Provider acting on Your behalf.

G. Wi-Fi Aware Framework

You and Your Internal Use Application may use the Wi-Fi Aware Framework or Wi-Fi Aware Information only for providing peer-to-peer connectivity and data transfer capabilities in connection with Your Internal Use Application. You and Your Internal Use Application must store the Wi-Fi Aware Information and transmit it amongst Your employees' and Permitted Users' Wi-Fi Aware capable devices in a secure, end-to-end encrypted manner and not use it for unrelated purposes (e.g., for advertising). You and Your Internal Use Application may not remotely store Wi-Fi Aware Information (e.g., on a cloud service or another remote device) or use Wi-Fi Aware Information to monitor Your employees' and Permitted Users' location. You acknowledge Your use of the Wi-Fi Aware Framework is subject to **Section 3.3.3(B)**. Your Internal Use Application may not keep the connection active when the paired devices are idle. In any event, Apple reserves the right to impose limits on use of the Wi-Fi Aware Framework if Your Internal Use Application's use of it would otherwise degrade device performance.

H. Media Device Extension Framework

The sole purpose of Your Application that bundles the Media Device Extension and uses the Media Device Extension Framework within the Media Device Extension should be delivery and installation of the Media Device Extension on an employee or Permitted User's iPhone or iPad.

I. Spatial Audio Extension APIs

You, Your Application, and its extensions may not route any data, content, or telemetry to or from the connected Bluetooth headset using the Spatial Audio Extension APIs that is unrelated to head-tracking for rendering spatial audio. Other than the permitted local routing of data to and from the connected Bluetooth headset, You may not export, share, sell, or remotely store (e.g., on a cloud service) any sensor, motion, or audio data obtained using the Spatial Audio Extension APIs for any purpose, including but not limited to profiling, analytics, advertising, or model training. Audio data processed for spatial audio using the Spatial Audio Extension APIs must be processed locally on the end user's device. Your Application may only use Spatial Audio toggle in Control Center for switching between fixed and head-tracking Spatial Audio modes.

3.3.8 Other Technologies

A. Partially Immersive Experience

If You provide a partially immersive experience (e.g., using .mixedReality style) in Your Internal Use Application, You are solely responsible for ensuring, and must ensure, that Your Internal Use Application (1) complies with the Documentation; and (2) does not occlude Your employees' and/or Permitted User's field of view to an extent that adversely impacts Your employees' and/or Permitted User's safety.

B. EnergyKit

All use of the EnergyKit must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 6 (Additional Terms for the use of EnergyKit).

C. Wi-Fi Infrastructure Framework

You and Your Internal Use Application may use the Wi-Fi Infrastructure Framework only for transmitting Wi-Fi Network Sharing Information, via Your Accessory Data Transport Extension, from an Apple-branded device to an Authorized Wi-Fi Target Accessory. You and Your Internal Use Application may transmit Wi-Fi Network Sharing Information only for connecting the Authorized Wi-Fi Target Accessory to a Wi-Fi network that the employee or Permitted User's Apple-branded device is capable of connecting to. You and Your Internal Use Application must transmit the Wi-Fi Network Sharing Information directly to the Authorized Wi-Fi Target Accessory, and only in a secure, authenticated, and end-to-end encrypted manner.

You or Your Internal Use Application may not disseminate the Wi-Fi Network Sharing Information with any other Internal Use Application, or any other device besides the Authorized Wi-Fi Target Accessory. And an Authorized Wi-Fi Target Accessory may not under any circumstance share Wi-Fi Network Sharing Information with any other device, including the employee or Permitted User's Apple-branded device or any other Authorized Wi-Fi Target Accessory. You, Your Internal Use Application, and the Authorized Wi-Fi Target Accessory may not use Wi-Fi Network Sharing Information for any unrelated purposes (e.g., for advertising, profiling, training models, monitoring location). You acknowledge Your use of the Wi-Fi Infrastructure Framework and the Wi-Fi Network Sharing Information is subject to **Section 3.3.3(B)**. You further acknowledge and agree that You and Your Internal Use Application are responsible to Apple for the Authorized Wi-Fi Target Accessory's compliance with this **Section 3.3.8(C)**.

D. FaceTime Live Assistance API

At an employee or Permitted User's invitation, Your Internal Use Application may use the Live Assistance API solely for the purpose of enabling an accessibility service provider to join the employee or Permitted User's FaceTime call to provide accessibility services (e.g. captioning, translation, etc).

3.3.9 Transactions and Passes

A. Wallet

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

B. Tap to Pay APIs

(i) Your Internal Use Application may use the Tap to Pay APIs solely for the purpose of conducting transactions through Your Internal Use Application, and Your Internal Use Application must not access the Tap to Pay APIs unless You have received an entitlement from Apple for such access. Notwithstanding **Section 3.3.3(B)**, Your employees and Permitted Users may use Your Internal Use Application to process purchases by Your other employees or Permitted Users, but solely for purchases of goods or services purchased or consumed within Your organization and/or where Your organization is authorized to operate. In addition:

- You acknowledge and agree that Apple is not a party to any transactions facilitated through the use of the Tap to Pay APIs and is not responsible for any such transactions, including but not limited to the unavailability of any payment cards or payment fraud. Such transactions are between You and Your Payment Service Provider, acquirer, card networks, or other parties You utilize for transaction processing, and You are responsible for complying with any agreements You have with such third parties. In some cases, such agreements may contain terms specifying specific rights, obligations or limitations that You accept and assume in connection with Your decision to utilize the functionality of the Tap to Pay APIs;

- You agree to store any private keys and TTP Data provided to You as part of Your use of the Tap to Pay APIs in a secure manner (e.g., encrypted on a server) and in accordance with the Documentation. For clarity, You may not decrypt any encrypted TTP Data unless You are

processing the TTP Data as a Payment Service Provider;

- You agree to not call the TTP APIs or otherwise attempt to gain information through the TTP APIs for purposes unrelated to conducting transactions through the use of Your Internal Use Application;

- You agree that Apple has no responsibility to check that the transactions facilitated by the Tap to Pay APIs have been duly authorized. Apple shall not be liable in any event for any unauthorized or fraudulent transactions;

- You agree to use commercially reasonable efforts to include Apple Pay as a payment option with Your use of the Tap to Pay APIs in accordance with the Documentation and provided that Apple Pay is available in the jurisdiction in which Your Internal Use Application is distributed.

(ii) Apple may provide You with TTP Data. If you receive TTP Data, You agree to the following:

- You may use the TTP Data solely to process the transaction and for order management purposes, in each case, in accordance with applicable law;

- If You are not acting as a Payment Service Provider, then You must: (i) have an agreement with a Payment Service Provider and (ii) ensure that such Payment Service Provider uses the TTP Data obtained by You only for purposes of processing the transaction, which may include the application of fraud detection services, and for order management purposes, in each case, in accordance with applicable law. For clarity, such Payment Service Provider is Your Third-Party Service Provider. Any actions undertaken by Your Payment Service Provider in relation to the TTP Data transferred by You to Your Payment Service Provider shall be deemed to have been taken by You, and You (in addition to Your Payment Service Provider) shall be responsible to Apple and to Your customer for all such actions (or any inactions);

- You must accept and agree to the Tap to Pay Platform Terms and Conditions prior to conducting any transactions in Your Internal Use Application.

Apple reserves the right to not provide You with an entitlement to use the Tap to Pay APIs in its sole discretion and to revoke such entitlement at any time.

For this **Section 3.3.9(B)** only, “Apple” means Apple Payments Services LLC, located at 6900 W. Parmer Lane, Office No. AC03-2301, Austin, Texas 78729, if You are located in the United States.

C. Customer Engagement APIs

(i) Your Internal Use Application may use the Customer Engagement APIs solely for the purpose of enabling Merchants to engage in Customer Engagement Interactions in accordance with the Documentation. To obtain an entitlement, Your Application must meet all requirements provided in the Documentation. In addition, You acknowledge and agree that:

- Apple is not a party to any Customer Engagement Interactions and is not responsible for any such Interactions. Customer Engagement Interactions are between You, the Merchant, and the end user, and You are responsible for complying with any agreements You have with such third parties. In some cases, such agreements may contain terms specifying rights, obligations or limitations that You accept and assume in connection with Your decision to utilize the functionality of the Customer Engagement APIs.

- You will store any private keys and Customer Engagement Data provided to You as part of Your use of the Customer Engagement APIs in a secure manner (e.g., encrypted on a server) and in

accordance with the Documentation. For clarity, You may not decrypt any encrypted Customer Engagement Data except for the sole purpose of enabling Merchants to conduct Customer Engagement Interactions in accordance with the Documentation.

- You shall not call the Customer Engagement APIs or otherwise attempt to gain information through the Customer Engagement APIs for any purpose unrelated to enabling Merchants to engage in Customer Engagement Interactions in accordance with the Documentation.

- Apple has no responsibility to check that the Customer Engagement Interactions have been duly authorized. Apple shall not be liable in any event for any unauthorized or fraudulent interactions.

- You (a) must restrict the transfer or disclosure of the Customer Engagement Data to only those parties required to facilitate Customer Engagement Interactions; (b) may not hold the Customer Engagement Data for any longer than necessary to facilitate the Customer Engagement Interaction, except as otherwise permitted in Section 3.3.9(C)(ii) below; and (c) may not combine data obtained through the Customer Engagement APIs, including but not limited to, the Customer Engagement Data, with any other data that You may have about the end user involved in the Customer Engagement Interactions (except to the limited extent necessary to facilitate the Customer Engagement Interaction, or where You are acting on behalf of the Merchant as a Service Provider for such processing).

(ii) Apple may provide You with Customer Engagement Data. If You receive Customer Engagement Data, You may use the Customer Engagement Data to process the Customer Engagement Interaction in accordance with the Documentation and applicable law, and as otherwise permitted under Your terms of service and disclosure with Your customers, except where such processing activities are expressly prohibited by this Agreement.

For this **Section 3.3.9(C)** only, “Apple” means Apple Payments Services LLC, located at 6900 W. Parmer Lane, Office No. AC03-2301, Austin, Texas 78729, if You are located in the United States.

3.3.10 Other Services or Software

A. Additional Services or End-User Pre-Release Software

From time to time, Apple may provide access to additional Services or pre-release Apple Software for You to use in connection with Your Internal Use 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 or regions, 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 Units, as well as email addresses and/or Apple Account 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 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.

B. Google Safe Browsing Service

If Your Internal Use Application accesses the Google Safe Browsing service through the Apple Software such access is subject to Google's terms of service set forth at https://developers.google.com/safe-browsing/terms. If You do not accept such terms of service, then You may not use the Google Safe Browsing Service in Your Internal Use Application, and You acknowledge and agree that such use will constitute Your acceptance of such terms of service.

3.3.11 AI & Machine Learning Technologies

A. Foundation Models Framework

By accessing, prompting, or otherwise using the Foundation Models Framework, or a model accessed by the Foundation Models Framework, You agree to follow, and to maintain reasonable guardrails supporting, the Foundation Models Framework Acceptable Use Requirements.

B. SiriKit

(i) Your Internal Use Application may register as a destination to use the Apple-defined app intent and/or SiriKit domains, but only if Your Internal Use Application is designed to provide relevant responses to a user, or otherwise carry out the user's request or intent, in connection with the applicable SiriKit domain (e.g., ride sharing) that is respectively supported by Your Internal Use Application and this usage is clearly evident in Your marketing text and user interface. In addition, Your Internal Use Application may contribute actions to SiriKit, but only if such actions are tied to user behavior or activity within Your Internal Use Application and for which You can provide a relevant response to the user or complete the user's response. You agree not to submit false information using SiriKit about any such user activity or behavior or otherwise interfere with Apple Software or Services.

(ii) Your Internal Use Application may use information obtained through SiriKit only on supported Apple products and may not export, remotely access or transfer such information off a device except to the extent necessary to provide or improve relevant responses to a user or carry out a user's request or in connection with Your Internal Use Application. Notwithstanding anything to the contrary in **Section 3.3.3(B)**, You and Your Internal Use Application may not use SiriKit, or any information obtained through SiriKit, for any purpose other than providing relevant responses to a user or otherwise carrying out a user's request or intent in connection with a SiriKit domain, intent, or action supported by Your Internal Use Application and/or for improving Your Internal Use Application's responsiveness to user requests (e.g., not for serving advertising).

(iii) If Your Internal Use Application uses SiriKit to enable audio data to be processed by Apple, You agree to clearly disclose to Your employees and Permitted Users that You and Your Internal Use Application will be sending their recorded audio data to Apple for speech recognition, processing and/or transcription purposes, and that such audio data may be used to improve and provide Apple products and services. You further agree to use such audio data, and recognized text that may be returned from SiriKit, only as expressly consented to by Your employee and/or Permitted User and as expressly permitted herein.

C. App Intents

(i) Your Internal Use Application may adopt schemas using App Intents, but only if Your Internal Use Application is designed to provide a relevant response or otherwise perform the user's request in connection with the applicable schema, and this design is clearly evident in Your marketing text and user interface.

(ii) Your Internal Use Application may donate actions and information using App Intents solely to the extent such actions and information are tied to user behavior or activity within Your Internal Use Application, and to the extent Your Internal Use Application can provide a relevant response or otherwise perform the user's request. You agree not to donate false, harmful, or misleading

actions or information using App Intents, including about any such user behavior or activity, or to otherwise interfere with Apple Software or Services.

(iii) Your Internal Use Application may use information obtained through App Intents only on supported Apple products and may not export, remotely access or transfer such information off a device except to the extent necessary to provide or improve relevant responses to a user or carry out a user's request or in connection with Your Internal Use Application. Notwithstanding anything to the contrary in **Section 3.3.3(B)**, You and Your Internal Use Application may not use App Intents or any information obtained through App Intents for any purpose other than providing relevant responses to a user or otherwise carrying out a user's request or intent as supported by Your Internal Use Application and/or for improving Your Internal Use Application's responsiveness to user requests (e.g., not for serving advertising).

(iv) To use App Intents for launching via the side button of iPhone when configured by an employee or Permitted User, your voice-based conversational application must (1) launch into a voice experience as the primary modality when the button is pressed; and (2) after launch, appropriately respond to questions or requests and perform actions.

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 5 (Apple Certificates; Revocation)** below.

5. Apple Certificates; Revocation

5.1 Certificate Requirements

All Internal Use Applications must be signed with an Apple Certificate in order to be installed on Authorized Test Units or Deployment Devices. Similarly, all Passes must be signed with a Pass Type ID to be recognized and accepted by Wallet, and for Your Sites, You must use a Website ID to send Safari Push Notifications to the macOS Desktop of users who have opted in to receive such Notifications through Safari on macOS. You may also obtain other Apple Certificates and keys for other purposes as set forth herein and in the Documentation.

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 or organization from having access to Your Provisioning Profiles, Apple Certificates and corresponding private keys, and You will use Your best efforts to safeguard Your Apple Certificates, keys, and Provisioning Profiles 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, Apple Certificates, or keys;
(d) You will not provide or transfer Apple Certificates or Provisioning Profiles provided under this Program to any third party, except to a contractor who is developing an Internal Use Application, Pass, or Site for You in compliance with the terms of this Agreement and only to the limited extent expressly permitted by Apple in the Documentation or this Agreement;
(e) You will not use Your Apple Certificates (whether development or deployment) to sign anything other than Your Internal Use Applications, Passes, or Sites;
(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; and

(g) You will use the Apple Certificates exclusively for the purpose of signing Your Internal Use Applications for testing and internal deployment within Your company, organization or educational institution, for MDM, or as otherwise permitted by Apple, and only in accordance with this Agreement.

You further represent and warrant to Apple that the licensing terms governing Your Internal Use Application, Your Site's registration bundle and/or Your Pass, or governing any third-party code or FOSS included therein, 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.

5.2 Notarized Internal Use Applications for macOS

To have Your Internal Use Application for macOS notarized, You may request a digital file for authentication of Your Internal Use Application from Apple's digital notary service (a "**Ticket**"). You can use this Ticket with Your Apple Certificate to receive an improved developer signing and user experience for Your Internal Use Application on macOS. To request this Ticket from Apple's digital notary service, You must upload Your Internal Use Application to Apple through Apple's developer tools (or other requested mechanisms) for purposes of continuous security checking. This continuous security checking will involve automated scanning, testing, and analysis of Your Internal Use Application by Apple for malware or other harmful or suspicious code or components or security flaws, and, in limited cases, a manual, technical investigation of Your Internal Use Application by Apple for such purposes. By uploading Your Internal Use Application to Apple for this digital notary service, You agree that Apple may perform such security checks on Your Internal Use Application for purposes of detecting malware or other harmful or suspicious code or components, and You agree that Apple may retain and use Your Internal Use Application for subsequent security checks for the same purposes.

If Apple authenticates Your developer signature and Your Internal Use Application passes the initial security checks, Apple may provide You with a Ticket to use with Your Apple Certificate. Apple reserves the right to issue Tickets in its sole discretion, and Apple may revoke Tickets at any time in its sole discretion in the event that Apple has reason to believe, or has reasonable suspicions, that Your Internal Use Application contains malware or malicious, suspicious or harmful code or components or that Your developer identity signature has been compromised. You may request that Apple revoke Your Ticket at any time by emailing: product-security@apple.com. If Apple revokes Your Ticket or Your Apple Certificate, then Your Internal Use Application may no longer run on macOS.

You agree to cooperate with Apple regarding Your Ticket requests and to not hide, attempt to bypass, or misrepresent any part of Your Internal Use Application from Apple's security checks or otherwise hinder Apple from being able to perform such security checks. You agree not to represent that Apple has performed a security check or malware detection for Your Internal Use Application or that Apple has reviewed or approved Your Internal Use Application for purposes of issuing a Ticket to You from Apple's digital notary service. You acknowledge and agree that Apple is performing security checks solely in connection with Apple's digital notary service and that such security checks should not be relied upon for malware detection or security verification of any kind. You are fully responsible for Your own Internal Use Application and for ensuring that Your Internal Use Application is safe, secure, and operational for Your employees and Permitted Users (e.g., informing Your employees and Permitted Users that Your Internal Use Application may cease to run if there is an issue with malware). You agree to comply with export requirements in Your jurisdiction when uploading Your Internal Use Application to Apple, and You agree not to upload any Internal Use Application that is: (a) subject to the United States Export Administration Regulations, 15 C.F.R. Parts 730-774 or to the International Traffic in Arms

Regulations, 22 C.F.R. Parts 120-130; or (b) that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software and source code, without first obtaining that authorization. Apple will not be liable to You or any third party for any inability or failure to detect any malware or other suspicious, harmful code or components in Your Internal Use Application or other security issues, or for any ticket issuance or revocation. Apple shall not be responsible for any costs, expenses, damages, losses or other liabilities You may incur as a result of Your Internal Use Application development, use of the Apple Software, Apple Services (including this digital notary service), or Apple Certificates, tickets, or participation in the Program, including without limitation the fact that Apple performs security checks on Your Internal Use Application.

5.3 Certificate Revocation

Except as otherwise set forth herein, You may revoke Apple Certificates issued to You at any time. If You want to revoke the Apple Certificates used to sign Your Passes and/or issued to You for use with Your macOS Internal Use Applications, You may request that Apple revoke these Apple Certificates at any time by emailing: product-security@apple.com. Apple also reserves the right to revoke any Apple Certificates at any time, in its sole discretion. By way of example only, Apple may choose to do this if: (a) any of Your Apple Certificates or corresponding private keys have been compromised or Apple has reason to believe that either have been compromised; (b) Apple has reason to believe or has reasonable suspicions that Your Covered Products contain malware or malicious, suspicious or harmful code or components (e.g., a software virus); (c) Apple has reason to believe that Your Covered Products adversely affect the security of Apple-branded products, or any other software, firmware, hardware, data, systems, or networks accessed or used by such products; (d) Apple's certificate issuance process is compromised or Apple has reason to believe that such process has been compromised; (e) You breach any term or condition of this Agreement; (f) Apple ceases to issue the Apple Certificates for the Covered Product under the Program; (g) Your Covered Product misuses or overburdens any Services provided hereunder; or (h) Apple has reason to believe that such action is prudent or necessary.

Further, You understand and agree that Apple may notify Your employees and/or Permitted Users of Covered Products that are signed with Apple Certificates when Apple believes such action is necessary to protect the privacy, safety or security of Your employees and Permitted Users, or is otherwise prudent or necessary as determined in Apple's reasonable judgment. Apple's Certificate Policy and Certificate Practice Statements may be found at https://www.apple.com/certificateauthority.

6. Deployment

Internal Use Applications:

Subject to Apple's right to review and approve any deployments as set forth herein, Internal Use Applications developed under this Agreement for iOS, watchOS, iPadOS, or tvOS may be deployed on Deployment Devices in two ways: (1) deployment for internal use by employees or Permitted Users, and (2) deployment to the limited extent permitted in **Section 2.1(f)**. For clarity, Internal Use Applications for macOS may be signed with Your Apple Certificate, or may be separately distributed without an Apple Certificate.

6.1 General

You agree to be solely responsible for determining which employees and Permitted Users 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 Internal Use Applications and Devices on an ongoing basis (and/or requiring Your Permitted Entity to monitor such access and use on an ongoing basis). This includes, without limitation, responsibility for promptly retrieving Deployment Devices (including Authorized Test Units) from, and removing 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 Permitted Entity's organization or institution.

By deploying Your Internal Use Applications or authorizing Your Permitted Entity to deploy such Internal Use Applications on Your behalf, You represent and warrant to Apple that Your Internal Use Applications comply with the Documentation and Program Requirements then in effect and that such Internal Use Applications are only being developed and deployed as expressly permitted herein. 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. You will be fully responsible for any violations of the terms of this Agreement by Your Permitted Entity, Your Authorized Developers, Your employees, Your Permitted Users, Your Demo Recipients, and any contractors that You may employ to develop such Internal Use Applications on Your behalf.

6.2 Apple's Right to Review and Approve Internal Use Applications

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 (or that is already in use) under the Program 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 for such review, unless otherwise separately agreed in advance and in writing by Apple. You agree not to attempt to hide, misrepresent, mislead, or obscure any features, content, services or functionality in Your submitted Internal Use Application from Apple's review or otherwise hinder Apple from being able to fully review such Internal Use 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. Apple reserves the right to reject Your Internal Use Application for deployment 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.

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 or may be subsequently rejected for continued deployment. 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.

Libraries:

6.4 Distribution of Libraries

You can develop Libraries using the Apple Software. Notwithstanding anything to the contrary in the Xcode and Apple SDKs Agreement, under this Agreement You may develop Libraries for iOS, watchOS, iPadOS, tvOS, and/or visionOS using the applicable Apple SDKs that are provided as part of the Xcode and Apple SDKs license, provided that any such Libraries are developed and distributed solely for use with an Apple-branded product and that You limit use of such Libraries only to use with such products. If Apple determines that Your Library is not designed for use only

with an Apple-branded product, then Apple may require You to cease distribution of Your Library at any time, and You agree to promptly cease all distribution of such Library upon notice from Apple and cooperate with Apple to remove any remaining copies of such Library. For clarity, the foregoing limitation is not intended to prohibit the development of libraries for macOS.

6.5 Icon Customization

You agree that Your employees and Permitted Users may modify the color and transparency of the icons and widgets associated with Your Internal Use Applications and display them (including with the modifications) on their device. Additionally, You agree that Apple may modify the color, transparency, and look-and-feel of icons and widgets associated with Your Internal Use Applications.

7. No Other Distribution

Except for internal deployment of Your Internal Use Application to employees or Permitted Users, the distribution of Passes as set forth herein, the Distribution of Libraries in accordance with **Section 6.4**, the delivery of Safari Push Notifications, the distribution of libraries and Internal Use Applications for macOS, and/or as set forth herein, or as otherwise expressly permitted herein, no other distribution of programs or applications developed using the Apple Software is authorized or permitted hereunder. You agree to distribute Your Covered Products only in accordance with the terms of this Agreement.

8. 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 annual Program fee set forth on the Program website. Such fee is non-refundable, and any taxes that may be levied on the Apple Software, Apple Services or Your use of the Program shall be Your responsibility. Your Program fees must be paid up and not in arrears at the time You submit (or resubmit) Internal Use Applications to Apple under this Agreement (if applicable), and Your continued use of the Program web portal and Services is subject to Your payment of such fees, where applicable. If You opt-in to have Your annual Program fees paid on an auto-renewing basis, then You agree that Apple may charge the credit card that You have on file with Apple for such fees, subject to the terms You agree to on the Program web portal when You choose to enroll in an auto-renewing membership.

9. Confidentiality

9.1 Information Deemed Apple Confidential

You agree that all pre-release versions of the Apple Software and Apple Services (including pre-release Documentation) and pre-release versions of Apple hardware 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. Further, Apple agrees that You will not be bound by the foregoing confidentiality terms with regard to technical information about pre-release Apple Software and services disclosed by Apple at WWDC (Apple’s Worldwide Developers Conference), except that You may not post screenshots of, write public reviews of, or redistribute any pre-release Apple Software, Apple Services or hardware.

9.2 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 Authorized Developers, employees, or Permitted Users, 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.

9.3 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.

9.4 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.

10. 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 (but excluding for purposes of this Section 10, any Internal Use Application for macOS that does not use any Apple Services or Certificates): (i) Your breach of any certification, covenant, obligation, representation or warranty in this Agreement; (ii) any claims that Your Covered Product or metadata or the deployment, delivery, use or importation of Your Covered Product (whether alone or as an essential part of a combination) violate or infringe any third-party intellectual property or proprietary rights; (iii) any Employee, Customer, Permitted Entity, or Permitted User claims about Your Covered Product, including, but not limited to, a breach of any of Your obligations under any end-user license that You include for Your Covered Product; (iv) Your use of the Apple Software, certificates or services (including, but not limited to, use of MDM, Configuration Profiles, and certificates), Your Covered Product, metadata, Deployment Devices, or Your development and deployment of any Covered Product; and/or (v) any MDM Customer claims about Your MDM Compatible Products, as well as any claims that Your MDM 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 Covered Products in which errors or inaccuracies in the content, functionality, services, data or information provided by any of the foregoing or the failure of any of the foregoing 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.

11. Term and Termination

11.1 Term

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

11.2 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 Authorized Developers or Permitted Users fail to comply with any term of this Agreement other than those set forth below in this **Section 11.2** 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 Authorized Developers or Permitted Users fail to comply with the terms of **Section 9 (Confidentiality)**;
(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;
(f) if You or any entity or person that directly or indirectly controls You, is under common control with You (where “control” has the meaning defined in **Section 14.8**), or that You develop apps for the facilitation of dealings with, are or become subject to sanctions or other restrictions in the countries or regions in which the App Store is available; or
(g) 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**. In addition, Apple may suspend Your rights to use the Apple Software or services (including disabling Your Internal Use Applications) in the event Apple suspects that Your account has been compromised or that Your account has been used to distribute applications in violation of the terms of this Agreement (e.g., posting an Internal Use Applications on a public website, distributing an Internal Use Application to consumers). Either party may terminate this Agreement for its convenience, for any reason or no reason by giving the other party at least 30 days written notice of its intent to terminate.

11.3 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 Authorized Developers’ or Permitted

Users' 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, 2.3, 2.5, 2.6, 3.1(d), 3.1(e), 3.1(f), 3.2, 3.3, 5.1 (second and third paragraphs), the last sentence of the first paragraph of Section 5.2 and the limitations and restrictions of Section 5.2, 5.3, the limitations and disclaimers of Sections 6.1, 6.2, and 6.3, the second sentence of Section 6.4, Sections 7, 8, and 10 through 15 inclusive of the Agreement; within Attachment 1, the last sentence of Section 1.1, Section 2, the second and third sentences of Section 4, Section 5, and Section 6; within Attachment 2, the last sentence of Section 1.1, the third and fourth sentence of Section 1.3, Sections 1.4, 1.5, 1.6, 2.3, 2.4, 3.3, 3.4, the second and last sentence of Section 4.2, Sections 4.3, 4.4, 4.5, 5, and Section 6, and within Attachment 3, Section 1.2, Sections 1.5, 1.6, 2, 3, and 4; within Attachment 4, Sections 2.2, 2.3, 3.3, and 5; and within Attachment 5, Sections 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.

12. 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 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. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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 12 AND 13)** 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 ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES, 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 COMMUNICATION 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.

13. 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, APPLE SERVICES, OR APPLE CERTIFICATES, 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).

14. General Legal Terms

14.1 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.

14.2 Consent to Collection and Use of Data

A. Pre-Release Versions of iOS, watchOS, tvOS, iPadOS, visionOS, and macOS

In order to provide, test and help Apple, its partners, and third-party developers improve their products and services, and unless You or Your Authorized Developers opt out in the pre-release versions of iOS, watchOS, tvOS, iPadOS, visionOS, or macOS, as applicable, You acknowledge that Apple and its subsidiaries and agents will be collecting, using, storing, transmitting, processing and analyzing (collectively, "**Collecting**") diagnostic, technical, and usage logs and information from Your Authorized Test Units (that are running pre-release versions of the Apple Software and services) 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 Units at any time. The information that would be Collected includes, but is not limited to, general diagnostic and usage data, various unique device identifiers, various unique system or hardware identifiers, details about hardware and operating system specifications, performance statistics, and data about how You use Your Authorized Test Unit, system and application software, and peripherals, and, if Location Services is enabled, certain location information. You agree that Apple may share such diagnostic, technical, and usage logs and information with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Apple-branded products. **By installing or using pre-release versions of iOS, watchOS, tvOS, iPadOS, visionOS, or macOS on Your Authorized Test Units, 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 in this Section.**

B. Other Pre-Release Apple Software and Services

In order to test, provide 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 or Program, 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.**

C. Device Deployment Services

In order to set up and use the device provisioning, account authentication, and deployment features of the Apple Software and Services, certain unique identifiers for Your Apple-branded products and account information may be needed. These unique identifiers may include Your email address, Your Apple Account, a hardware identifier for Your computer, and device identifiers entered by You into the Apple Software or Services for such Apple-branded products. Such identifiers may be logged in association with Your interaction with the Service and Your use of these features and the Apple Software and Services. **By using these features, You agree that Apple and its subsidiaries and agents may Collect this information for the purpose of providing the Apple Software and Services, including using such identifiers for account verification and anti-fraud measures.** If You do not want to provide this information, do not use the provisioning, deployment or authentication features of the Apple Software or Services.

D. Apple Services

In order to test, provide and improve Apple's products and services, and only if You choose to use the Services provided hereunder (and except as otherwise provided herein), You acknowledge that Apple and its subsidiaries and agents may be Collecting diagnostic, technical, usage and related information from the Apple Services. Some of this information will be Collected in a form that does not personally identify You. However, in some cases, Apple may need to Collect information that would personally identify You, but only if Apple has a good faith belief that such Collection is reasonably necessary to: (a) provide the Apple Services; (b) comply with legal process or request; (c) verify compliance with the terms of this Agreement; (d) prevent fraud, including investigating any potential technical issues or violations; or (e) protect the rights, property, security or safety of Apple, its developers, customers or the public as required or permitted by law. **By installing or using such Apple 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 in this Section.** Further, You agree that Apple may share the diagnostic, technical, and usage logs and information (excluding personally identifiable information) with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Apple-branded products.

E. Privacy Policy

Data collected pursuant to this **Section 14.2** will be treated in accordance with Apple's Privacy Policy which can be viewed at https://www.apple.com/legal/privacy.

14.3 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. To submit a request for Apple's consent to assignment, please log into your account at developer.apple.com and follow the steps under Membership. 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.

14.4 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, Your Covered Products or any other products or technologies that You may develop, produce, market, or distribute.

14.5 Notices

Any notices relating to this Agreement shall be in writing, except as set forth in **Section 14.3**. 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. Except as set forth in **Section 14.3**, 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: Developer Relations Legal, Apple Inc., One Apple Park Way, MS 37-2ISM, Cupertino, California, 95014, 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.

14.6 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”, "Apple Certificates; Revocation" or “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.”

14.7 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.

14.8 Export Control

A. You may not use, export, re-export, import, sell, release, or transfer the Apple Software, Services, or Documentation 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, Services, source code, technology, and Documentation (collectively referred to as “Apple Technology” for purposes of this **Section 14.8**) may not be exported, re-exported, transferred, or released (a) into any U.S. embargoed countries or regions or (b) to, or for the facilitation of dealings with, anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or on any other restricted party lists. By using the Apple Technology, You represent and warrant that You are not located in any such country or region or on any such list. You also agree that You will not use the Apple Technology for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons or any other military end uses as defined in 15 C.F.R § 744. You certify that pre-release versions of the Apple Technology 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 sell, transfer or export any product, process or service that is a direct product of such pre-release Apple Technology.

B. You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions in which the App Store is available, (b) doing business in any of the US embargoed countries or regions, and (c) a military end user as defined and scoped in 15 C.F.R § 744. As used in this **Section 14.8**, "control" means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise. When needed to ascertain Your compliance with this **Section 14.8**, You agree that Your obligations under **Section 3.1** to provide information about Your identity include, for example, providing information upon request about corporate ownership including ultimate beneficial ownership, such as individuals with substantial control or 25% or greater ownership in You.

14.9 Government End Users

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

14.10 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:

(a) 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 10 (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;
(b) 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; and

(c) If You are an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through Your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules") in effect at the time of applying for arbitration by three arbitrators appointed in accordance with such rules, and will be conducted according to the International Bar Association (IBA) Rules on the Taking of Evidence in International Arbitration. The place of arbitration shall be London, England. The arbitration shall be conducted in English. Upon Apple's request, You agree to provide evidence of Your status as an intergovernmental organization with such privileges and immunities.

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

14.11 Entire Agreement; Governing Language

This Agreement constitutes the entire agreement between the parties with respect to the use of the Apple Software, Apple Services and Apple Certificates licensed hereunder and, except as otherwise set forth herein, supersedes all prior understandings and agreements regarding its subject matter. Notwithstanding the foregoing, to the extent that You are provided with pre-release materials under the Program and such pre-release materials are subject to a separate license agreement, You agree that the license agreement accompanying such materials in addition to **Section 9 (Confidentiality)** of this Agreement shall also govern Your use of such materials. If You have entered or later enter into the Xcode and Apple SDKs Agreement, this Apple Developer Enterprise Program License Agreement will govern in the event of any inconsistencies between the two with respect to the same subject matter; provided, however, that this Apple Developer Enterprise Program License Agreement is not intended to prevent You from exercising any rights granted to You in the Xcode and Apple SDKs Agreement in accordance with the terms and conditions set forth therein. 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 is provided as a courtesy to You, and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern, to the extent not prohibited by local law in Your jurisdiction. If You are located in the province of Quebec, Canada or are a government organization within France, then the following clause applies to You: 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):

1. Use of the APN

1.1 You may use the APN only in Your Internal Use Applications, Your Passes, and/or for sending Safari Push Notifications to the macOS desktop of users of Your Site who have opted in to receive Notifications through Safari on macOS. You, Your Internal Use Application, and/or Your Pass may access the APN only via the APN API and only if You have been assigned a Push Application ID by Apple. Except for a Service Provider who is assisting You with using the APN, You agree not to share Your Push Application ID with any third party. You understand that You will not be permitted to access or use the APN after expiration or termination of Your Agreement.

1.2 You are permitted to use the APN and the APN APIs only for the purpose of sending Push Notifications to Your Internal Use Application, Your Pass, or to the macOS desktop of users of Your Site who have opted in to receive Safari Push Notifications through Safari on macOS or as permitted by the Agreement (including but not limited to Attachment 2), the APN Documentation and all applicable laws and regulations (including all intellectual property laws).

1.3 You understand that before You send Your employees or a Permitted User any Push Notifications through the APN, Your employees or the Permitted User must 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 Notification functionality. If Your employees' or the Permitted User's consent to receive Push Notifications is denied or later withdrawn, You may not send the Permitted 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 Your employees or Permitted 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. The APN and Local Notifications should be used for sending relevant messages to a user that provide a benefit (e.g., a response to Your employees' or a Permitted User's request for information, provision of pertinent information relevant to the Internal Use Application).

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 Wallet.

2.3 You may not excessively use the overall network capacity or bandwidth of the APN, or unduly burden an Apple-branded product, Your employees or a Permitted User 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 Your employees or Permitted Users of Your Internal Use Application, Your Pass, or Your Site.

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 Apple-branded 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. Additional Terms for Website Push IDs. Subject to the terms of this Agreement, You understand and agree that Safari Push Notifications that You send using Your Website Push ID must be sent under Your own name, trademark or brand (e.g., a user should know that the communication is coming from Your Site) and must include an icon, trademark, logo or other identifying mark for Your Site. You agree not to misrepresent or impersonate another Site or entity or otherwise mislead users about the originator of the Safari Push Notification. To the extent that You reference a third party's trademark or brand within Your Safari Push Notification, You represent and warrant that You have any necessary rights.

4. 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 Apple-branded 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 Your employees' and Permitted Users' personal information.

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 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, Your Passes or Your Sites 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.

5.2 The APN is not available in all languages or in all countries or regions 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.

5.3 Apple provides the APN to You for Your use with Your Internal Use Application, Your Pass, or Your Site and does not provide the APN directly to any of Your employees or Permitted Users. You acknowledge and agree that any Push Notifications are sent by You, not Apple, to Your employees and the Permitted User of Your Internal Use Application, Pass or Site, and You are solely liable and responsible for any data or content transmitted therein and for any such use of the APN. 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.

5.4 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.

5.5 Apple reserves the right to remove Your access to the APN, limit Your use of the APN, or revoke Your Push Application ID at any time in its sole discretion.

5.6 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. Notwithstanding the foregoing, You acknowledge and agree that iOS, iPadOS, macOS, and watchOS may access Push Notifications locally on a user's device solely for the purposes of responding to user requests and personalizing user experience and suggestions on device.

6. Additional Liability Disclaimer. APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE OF THE APN, INCLUDING ANY INTERRUPTIONS TO THE APN OR ANY USE OF NOTIFICATIONS, 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 use of MDM and Configuration Profiles

1. Use of MDM and Configuration Profiles

1.1 You may access or use MDM only for in-house management of Your employees' Apple-branded devices owned or controlled by You, or Your Authorized Developers' Authorized Test Units; or, if You are selected by Apple as a third-party MDM developer, solely to provide access to MDM to Your MDM Customers as part of an MDM Compatible Product. A Configuration Profile must be installed on each device before use of MDM or device configurations with such Product. You or Your MDM Customers may only use MDM with a Certificate and Configuration Profile configured to respond to the Certificate assigned to You or such MDM Customer for Your MDM Compatible Products. Use of MDM is only permitted as expressly authorized in this Agreement, the MDM Protocol and Documentation, and in accordance with applicable laws.

1.2 To use MDM, You must maintain a secure server to interact with Apple's APN and/or other Apple web services. You may not excessively use the overall network capacity or bandwidth of such servers or services, or harm, interfere, or disrupt Apple's networks or servers, any third-party networks or servers connected to the APN, other Apple web services, or MDM.

1.3. Except as expressly set forth herein, You will not share materials or documentation provided by Apple as a part of MDM with any third party. Except as expressly authorized herein, You agree not to sell, resell, lease, or otherwise provide access or use of MDM, in whole or in part, to a third party or attempt to create a substitute or similar service through use of, or access to, MDM, or use MDM with products other than compatible Apple-branded products.

2. Additional Requirements For In-House Deployment

2.1 If You are using MDM for Your own in-house deployment, You agree to inform Your employees and/or Permitted Users prior to installation of Configuration 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. As a condition to using the MDM Protocol for such purposes, You represent and warrant to Apple that You have all the necessary rights and consents to collect, use and manage any information You obtain through the use of the MDM Protocol in this manner.

2.2 You may not use MDM for the purpose of monitoring Your employees, Your Permitted Users, 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 All information that You obtain through use of MDM for in-house deployment may only be used for Your internal information technology and device management purposes, and in accordance with applicable laws.

3. Additional Requirements for MDM Compatible Products

3.1 Except as otherwise set forth above in **Section 2**, You may only use MDM for purposes of developing and distributing MDM Compatible Products to Your MDM Customers if You have been selected by Apple as a third-party developer for such MDM Compatible Products. You may not use MDM, in whole or in part, to provide MDM Compatible Products for non-commercial, personal use, unless otherwise expressly permitted in writing by Apple. Further, You may not license, sell or otherwise provide MDM, in whole or in part, apart from its use within a Compatible Product.

3.2 Your MDM Compatible Products may not be designed or marketed to monitor Your employees, Permitted Users or compatible Apple-branded products in any unauthorized way, e.g., phishing, harvesting or engaging in activities that violate user privacy, or are otherwise improper or illegal.

3.3 Except as set forth herein, all information that You obtain through the use of MDM may only be used to develop or deploy MDM Compatible Products for Your MDM Customers, and in accordance with applicable laws.

4. Certificate Usage for Compatible Products

4.1 You understand that Your MDM Customers must obtain a Certificate from Apple prior to any use of MDM with Your Compatible Products and can apply for such Certificate if You have signed their certificate-signing request (CSR). You may sign CSRs only for Your MDM Customers whose enterprise name and individual contact information You have verified. Upon request, You agree to provide such information to Apple and cooperate with Apple regarding their use of MDM – e.g., contacting such entity if there is a problem with their use of MDM or Certificate application.

4.2 You may not provide, share, or transfer Your Certificate for authenticating MDM Customers to any other entity, including Your MDM Customers or any of Your resellers. You agree to take appropriate measures to safeguard the security and privacy of such Certificate, and may not include it within Your Compatible Product. For clarity, You may use the MDM Protocol to develop Your Compatible Product to assist Your MDM Customers with generating keys and sending a CSR to You. You may not generate or otherwise access Your MDM Customer's private key, nor may You interfere with Apple's processes for providing Certificates. Further, You will not induce others to violate the terms of the Certificate service agreement with Apple or any Apple policies for use of MDM, Configuration Profiles, or Certificates.

4.3 You are solely responsible for providing Your MDM Customers with support and assistance, including but not limited to any documentation and end-user support and warranties.

5. Your Acknowledgements: You acknowledge and agree that:

5.1 Any Configuration Profiles sent via MDM or approved mechanisms are sent by You, not Apple, and You are solely liable and responsible for use of MDM and Configuration Profiles by You, Your employees, Permitted Users, Your Authorized Developers, or Your MDM Customers.

5.2 Apple may at any time, with or without prior notice to You, (a) modify, suspend, or discontinue all or any portion of MDM, including changing or removing any feature or functionality, or (b) modify, reissue or republish the MDM Protocol. Apple makes no guarantees regarding the availability, reliability, or performance of MDM. Apple is not obligated to provide any maintenance, technical or other support for MDM.

5.3 Apple reserves the right to remove Your access to MDM at any time in its sole discretion. Apple also reserves the right to revoke or disable Your Certificates, or Your MDM Customers' Certificates for MDM, in its sole discretion.

6. Additional Liability Disclaimer. APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM OR RELATED TO YOUR USE OF MDM OR CONFIGURATION PROFILES, 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 MDM OR CONFIGURATION PROFILES (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 and Web Software.

1. Use of iCloud

1.1 Your Internal Use Applications and/or Web Software may access the iCloud service 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, CloudKit APIs, or via the CloudKit console provided as part of the Program. You agree not to share Your entitlement with any third party or use it for any purposes not expressly permitted by Apple. You agree to use the iCloud service, the iCloud Storage APIs, and the CloudKit APIs only as expressly permitted by this Agreement and the iCloud Documentation, and in accordance with all applicable laws and regulations. Further, Your Web Software is permitted to access and use the iCloud service (e.g., to store the same type of data that is retrieved or updated in Your Internal Use Application) only so long as Your use of the iCloud service in such Web Software is comparable to Your use in Your corresponding Internal Use Application, as determined in Apple's sole discretion. In the event Apple Services permit You to use more than Your allotment of storage containers in iCloud in order to transfer data to another container for any reason, You agree to only use such additional container(s) for a reasonable limited time to perform such functions and not to increase storage and transactional allotments.

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 Permitted Users who have Your Internal Use Applications or Web Software installed and who have a valid end-user account with Apple to use iCloud may continue to access their user-generated documents, private containers and files that You have chosen to store in such Permitted User's account via the iCloud Storage APIs or the CloudKit APIs in accordance with the applicable iCloud terms and conditions and these terms. You agree not to interfere with a user's ability to access iCloud (or the user's own user-generated documents, private containers and files) or to otherwise disrupt their use of the iCloud service in any way and at any time. With respect to data You store in public containers through the CloudKit APIs (whether generated by You or the Permitted User), Apple reserves the right to suspend access to or delete such data, in whole or in part, upon expiration or termination of Your Agreement, or as otherwise specified by Apple in the CloudKit console.

1.3 Your Internal Use Application is permitted to use the iCloud Storage APIs only 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 Web Software and for purposes of enabling Your Permitted Users to access user-generated documents and files through the iCloud service. Your Internal Use Application or Web Software is permitted to use the CloudKit APIs for storing, retrieving, and querying of structured data that You choose to store in public or private containers in accordance with the iCloud Documentation. You agree not to knowingly store any content or materials via the iCloud Storage APIs or CloudKit APIs that would cause Your Internal Use Application to violate any of the iCloud terms and conditions or the Program Requirements for Your Internal Use Applications (e.g., Your Internal Use Application may not store illegal or infringing materials).

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 Web Software. However, You may not share key value data from Your Internal Use Application with other Internal Use Applications or Web Software, unless You are sharing such data among different versions of the same title, or You have user consent.

1.5 You are responsible for any content and materials that You store in iCloud through the use of the CloudKit APIs and iCloud Storage APIs and must take reasonable and appropriate steps to protect information You store through the iCloud service. With respect to third-party claims related to content and materials stored by Your Permitted Users in Your Internal Use Applications through the use of the iCloud Storage APIs or CloudKit APIs (e.g., user-generated documents, end-user posts in public containers), You agree to be responsible for properly handling and promptly processing any such claims, including but not limited to Your compliance with notices sent pursuant to the Digital Millennium Copyright Act (DMCA).

1.6 If You are enrolled in the Apple Developer Program as an organization based in the European Union, additional terms for CloudKit related to Regulation (EU) 2023/2854 are set forth at https://developer.apple.com/download/files/EU-Data-Act-Terms-CloudKit.pdf

2. Additional Requirements

2.1 You understand there are storage capacity, transmission, and transactional limits for the iCloud service, both for You as a developer and for Your employees and Permitted Users. If You, Your employee, and/or Your Permitted User reaches such limits, then You, Your employee and/or Your Permitted User may be unable to use the iCloud service until You, Your employee and/orYour Permitted User have removed enough data from the service to meet the capacity limits, increased storage capacity or otherwise modified Your usage of iCloud, and You, Your employee or Your Permitted 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 or Web Software, and You agree not to sell access to the iCloud service in any other way, including but not limited to reselling any part of the Services. You will only use the iCloud service in Your Internal Use Application or Web Software to provide storage for Your employee or a Permitted User who has a valid end-user iCloud account with Apple and only for use in accordance with the terms of such user account, except that You may use the CloudKit APIs to store of data in public containers for access by Your employees and Permitted Users regardless of whether such users have iCloud accounts. You will not induce any of Your employees or Permitted Users 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 or queries. You agree not to harm or interfere with Apple’s networks or servers, or any third-party servers or networks 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, system settings, notices, or notifications that are presented to Your employees and Permitted Users 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 or the CloudKit APIs, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish such APIs. You understand that any such modifications may require You to change or update Your Internal Use Applications or Web 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, iCloud Storage APIs or the CloudKit APIs.

3.2 The iCloud service is not available in all languages or in all countries or regions 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 Web Software through the iCloud Storage APIs or CloudKit APIs (e.g., to store data in a public or private container), You do so at Your own initiative and are responsible for compliance with any applicable laws or regulations.

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 it.

3.4 Apple reserves the right to suspend or 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 Web 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 through the iCloud Storage APIs, CloudKit APIs, or CloudKit console, in order to aid Apple in improving the iCloud service and other Apple products or services; provided however that Apple will not access or disclose any end-user data stored in a private container through CloudKit, any Internal Use Application data stored in a public container through CloudKit, or any user-generated documents, 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 comply with a legal or regulatory process or request, or unless otherwise requested by any of Your employees and/or Permitted Users with respect to data stored via the iCloud Storage APIs in their iCloud account, or in their private container via the CloudKit APIs.

3.6 Further, to the extent that You store any personal information relating to an individual or any information from which an individual can be identified (collectively, "Personal Data") in the iCloud service through the use of the iCloud Storage APIs or CloudKit APIs, You agree that Apple (and any applicable Apple Subsidiary for purposes of this **Section 3.6**) will act as Your agent for the processing, storage and handling of any such Personal Data. Apple agrees to ensure that any persons authorized to process such Personal Data have agreed to maintain confidentiality (whether through terms or under an appropriate statutory obligation). Apple shall have no right, title or interest in such Personal Data solely as a result of Your use of the iCloud service. You agree that You are solely liable and responsible for ensuring Your compliance with all applicable laws, including privacy and data protection laws, regarding the use or collection of data and information through the iCloud service. You are also responsible for all activity related to such Personal Data, including but not limited to, monitoring such data and activity, preventing and addressing inappropriate data and activity, and removing and terminating access to data. Further, You are responsible for safeguarding and limiting access to such Personal Data by Your personnel and for the actions of Your personnel who are permitted access to use the iCloud service on Your behalf. Personal Data provided by You and Your users to Apple through the iCloud service may be used by Apple only as necessary to provide and improve the iCloud service and to perform the following actions on Your behalf. Apple shall:

(a) use and handle such Personal Data only in accordance with the instructions and permissions from You set forth herein, as well as applicable laws, regulations, accords, or treaties. In the EEA

and Switzerland, Personal Data will be handled by Apple only in accordance with the instructions and permissions from You set forth herein unless otherwise required by European Union or Member State Law, in which case Apple will notify You of such other legal requirement (except in limited cases where Apple is prohibited by law from doing so);
(b) provide You with reasonable means to manage any user access, deletion, or restriction requests as defined in applicable law. In the event of an investigation of You arising from Your good faith use of the iCloud service by a data protection regulator or similar authority regarding such Personal Data, Apple shall provide You with reasonable assistance and support;
(c) notify You by any reasonable means Apple selects, without undue delay and taking account of applicable legal requirements applying to You which mandate notification within a specific timeframe, if Apple becomes aware that Your Personal Data has been altered, deleted or lost as a result of any unauthorized access to the Service. You are responsible for providing Apple with Your updated contact information for such notification purposes in accordance with the terms of this Agreement;
(d) make available to You the information necessary to demonstrate compliance obligations set forth in Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and to allow for and contribute to audits required under these provisions; provided however that You agree that Apple's ISO 27001 and 27018 certifications shall be considered sufficient for such required audit purposes;
(e) assist You, by any reasonable means Apple selects, in ensuring compliance with its obligations pursuant to Articles 33 to 36 of the GDPR. If Apple receives a third-party request for information You have stored in the iCloud service, then unless otherwise required by law or the terms of such request, Apple will notify You of its receipt of the request and notify the requester of the requirement to address such request to You. Unless otherwise required by law or the request, You will be responsible for responding to the request;
(f) use industry-standard measures to safeguard Personal Data during the transfer, processing and storage of Personal Data. Encrypted Personal Data may be stored at Apple's geographic discretion; and
(g) ensure that where Personal Data, arising in the context of this Agreement, is transferred from the EEA or Switzerland it is only to a third country or region that ensures an adequate level of protection or using the Model Contract Clauses/Swiss Transborder Data Flow Agreement which will be provided to You upon request if you believe that Personal Data is being transferred.

3.7 To use the iCloud Extended Share Access APIs, Your Internal Use Application must (a) have a collaborative multi-user share feature that is visible to Permitted Users, and (b) use the CloudKit APIs to enable a custom user interface within Your Internal Use Application for the share feature, in which the Permitted User's information acquired using the iCloud Extended Share Access APIs from the share is visible to the share participants. You and Your Internal Use Application may only use Permitted User information transiently to display it to the share participants. You and Your Internal Use Application may not store Permitted User information.

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 iCLOUD, iCLOUD STORAGE APIS, OR CLOUDKIT APIS, OR FOR 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 EMPLOYEES AND/OR PERMITTED USERS, INCLUDING ANY CLAIMS REGARDING DATA PROCESSING OR INAPPROPRIATE OR UNAUTHORIZED DATA STORAGE OR HANDLING BY YOU IN VIOLATION OF THIS AGREEMENT.

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 Type ID Usage and Restrictions

You may use the Pass Type ID only for purposes of digitally signing Your Pass for use with Wallet and/or for purposes of using the APN service with Your Pass. You may distribute Your Pass Type 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 or if 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 Type ID to any third party (except to a Service Provider), nor use Your Pass Type 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 and/or Permitted Users for internal use purposes or for limited use by Demo Recipients on Deployment Devices on Your own (or Your Permitted Entity's) physical premises or in other locations when the use is under Your direct supervision and physical control as set forth in **Section 2.1(f)** of the Agreement. You understand that Passes must be accepted by such users before they will be loaded into Wallet and that Passes can be removed or transferred 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 the 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 Your employees and/or Permitted Users in order to use Wallet 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). If You choose to enable the display of additional features such as smart recommendations with Your Passes, You agree to permit Apple to use Pass Information to present Your employees and/or Permitted Users with recommendations associated with the Pass Information in Wallet, including guidance related to navigation, weather, and music.

3.2 Passes may only operate and be displayed in Wallet, which is Apple's designated container area for the Pass, through Wallet on the lock screen of a compatible Apple-branded product in accordance with the Documentation.

3.3. Notwithstanding the first sentence of **Section 3.3.3(B)** of the Agreement, with prior user consent, You and Your Pass may share user and/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. You may not link data from Your employee and/or Permitted User's Pass with other user or device data for targeted advertising or advertising measurement purposes, or share user or device data from Your employee and/or Permitted User's Pass with data brokers.

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 employees and/or Permitted Users, or that is already in use by Your employees and/or Permitted 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 Type ID and reject Your Pass for distribution to Your employees and/or Permitted 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 employees and/or Permitted 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 WALLET, YOUR PASS TYPE ID, YOUR PASSES, OR ANY SERVICES PROVIDED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY LOSS OR FAILURE TO DISPLAY YOUR PASS IN WALLET OR ANY END-USER CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR EMPLOYEES AND/OR PERMITTED 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, website, or web application. For purposes of this Attachment 5, the "Apple Maps Service" includes mapping services distributed to Your employees and/or Permitted Users in China by Amap Software Co., Ltd. via an Apple product or service.

1. Use of the Maps Service

1.1 Your Internal Use Application may access the Apple Maps Service only via the MapKit API, Apple Maps Server API or through MapKit JS, and Your website or web application may access the Apple Maps Service only via MapKit JS or Apple Maps Server API. You agree not to access the Apple Maps Service or the Map Data other than through the MapKit API, Apple Maps Server API or MapKit JS, as applicable, and You agree that Your use of the Apple Maps Service in Your Internal Use Applications, websites, or web applications must comply with the Program Requirements.

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, website, or web application. You agree to use the Apple Maps Service, MapKit API, Apple Maps Server API, and MapKit JS only as expressly permitted by this Agreement (including but not limited to this Attachment 5) and the MapKit, Apple Maps Server API, and MapKit JS Documentation, and in accordance with all applicable laws and regulations. MapKit JS may not be used in Your website and/or application running on non-Apple hardware for the following commercial purposes: fleet management (including dispatch), asset tracking, enterprise route optimization, or where the primary purpose of such website and/or application is to assess vehicle insurance risk.

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 Neither You nor Your Internal Use Application, website or web application may remove, obscure or alter Apple's or its partners' or licensors' copyright notices, trademarks, logos, 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 Except to the extent expressly permitted herein, You agree not to copy, modify, translate, create a derivative work of, publish or publicly display the Map Data in any way. Further, You may not use or compare the data provided by the Apple Maps Service for the purpose of improving or creating another mapping service. You agree not to create or attempt to create a substitute or similar service through use of or access to the Apple Maps Service.

2.4 Your Internal Use Application, website, or web application may display the Map Data only as permitted herein, and when displaying it on a map, You agree that it will be displayed only on an Apple map provided through the Apple Maps Service. Further, You may not surface Map Data

within Your Internal Use Application, website, or web application without displaying the corresponding Apple map provided through the Apple Maps Service (e.g., if You surface an address result through the Apple Maps Service, You must display the corresponding map with the address result).

2.5 Unless otherwise expressly permitted in writing by Apple, Map Data may not be cached, pre-fetched, or stored by You or Your Internal Use Application, website, or web application other than on a temporary and limited basis solely as necessary (a) for Your use of the Apple Maps Service as permitted herein or in the MapKit or MapKit JS Documentation, and/or (b) to improve the performance of the Apple Maps Service with Your Internal Use Application, website, or web application, after which, in all cases, You must delete any such Map Data.

2.6 You may not charge any fees to Your employees and/or Permitted Users solely for access to or use of the Apple Maps Service through Your Internal Use Application, website, or web application, and You agree not to sell access to the Apple Maps Service in any other way.

2.7 You acknowledge and agree that Apple may impose restrictions on Your usage of the Apple Maps Service (e.g., limiting the number of transactions Your Internal Use Application can make through the MapKit API or Apple Maps Server API) or may revoke or remove Your access to the Apple Maps Service (or any part thereof) at any time in its sole discretion. Further, You acknowledge and agree that results You may receive from the Apple Maps Service may vary from actual conditions due to variable factors that can affect the accuracy of Map Data, such as road or weather conditions.

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, Apple Maps Server API or MapKit JS, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the MapKit API, Apple Maps Server API or MapKit JS. 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, MapKit API, Apple Maps Server API or MapKit JS.

3.2 The Apple Maps Service may not be available in all countries, regions 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, Apple Maps Server API or MapKit JS, You do so at Your own initiative and are responsible for compliance with any applicable laws.

4. Apple's Right to Review Your MapKit and/or MapKit JS Implementation. You understand and agree that Apple reserves the right to review and approve or reject Your implementation of MapKit and/or MapKit JS in Your Internal Use Application, website, or web applications, at any time during the Term of this Agreement. If requested by Apple, You agree to promptly provide information regarding Your implementation of MapKit and/or MapKit JS to Apple. You agree to cooperate with Apple and answer questions and provide information and materials reasonably requested by Apple regarding such implementation. Apple reserves the right to revoke Your access to MapKit and/or Your MapKit JS keys and similar credentials at any time in its sole discretion, even if Your use of MapKit and/or MapKit JS meets the Documentation and Program Requirements and terms of this Attachment. By way of example only, Apple may do so if Your MapKit and/or MapKit JS implementation places an excessive and undue burden on the Apple Maps Service, obscures or removes the Apple Maps logo or embedded links when displaying a map, or uses the Apple Maps Service with corresponding offensive or illegal map

content.

5. 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.

Attachment 6
(to the Agreement)
Additional Terms for the use of EnergyKit

1. To use EnergyKit You must be (a) an automaker that manufactures mass-market, light-duty, four-wheeled, passenger electric vehicles which are sold in the contiguous United States, and Your Internal Use Application must be primarily designed to facilitate electric vehicle (EV) charging, or (b) a thermostat original equipment manufacturer, and Your Internal Use Application must be primarily designed to operate smart thermostats. The functionality of Your Internal Use Application to facilitate EV charging or operate smart thermostats must be clearly evident in Your Internal Use Application's user interface and marketing materials. You and Your Internal Use Application may not use the EnergyKit APIs or any EnergyKit data for any purpose other than changing how or when devices under the Internal Use Application's control consume energy and providing such data to the Permitted User.

2. You or Your Internal Use Application may not use EnergyKit APIs for any illegal and/or harmful purpose, including any activity that is materially adverse to the interests of a utility company (including its affiliates or contractors), energy grid reliability, or energy grid security. You may not use the EnergyKit APIs to enable or permit bulk downloads or feeds of the EnergyKit data, or any portion thereof, or to attempt to extract or scrape any portions of the EnergyKit data. For example, neither You nor Your Internal Use Applications may use or make available the EnergyKit data, or any portion thereof, as part of any secondary or derived database, or to train artificial intelligence models. Your Internal Use Application may access the EnergyKit data only through the EnergyKit APIs.

3. To use EnergyKit, You must provide to EnergyKit Energy Usage Feedback reported by Permitted Users' devices to Your Internal Use Application. As used in this Attachment 6, "Energy Usage Feedback" means energy data reported by devices and submitted to EnergyKit via Your Internal Use Application.

4. Developers must follow the Clean Energy Guidance Identity Guidelines when referring to features powered by EnergyKit. If any data You collect from Permitted Users will be used for marketing, including personalized recommendations, You will first obtain valid consent from Permitted Users.

5. IN ADDITION TO THE LIMITATION OF LIABILITY IN SECTION 13, 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 ENERGYKIT APIS, INCLUDING ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

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