

ENGLISH

PLEASE READ THE FOLLOWING APPLE DEVICE ENROLLMENT PROGRAM AGREEMENT TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE APPLE DEVICE ENROLLMENT PROGRAM. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN INSTITUTION AND APPLE. BY CLICKING ON THE "AGREE" BUTTON, INSTITUTION, THROUGH ITS AUTHORIZED REPRESENTATIVE, IS AGREEING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. IF INSTITUTION DOES NOT OR CANNOT AGREE TO THIS AGREEMENT, THEN CLICK THE "CANCEL" BUTTON. IF INSTITUTION DOES NOT AGREE TO THIS AGREEMENT, THEN INSTITUTION IS NOT PERMITTED TO PARTICIPATE IN THIS PROGRAM.

Apple Device Enrollment Program Agreement

(for automating MDM enrollment of Apple-branded products)

Purpose

This Agreement permits You to participate in the Apple Device Enrollment Program, which allows You to automate enrollment of Apple-branded products for Mobile Device Management (MDM) within Your Institution and to access Program facilitation tools for such purposes.

Note: You will need to have an MDM solution (e.g., Profile Manager from OS X Server or from a third-party developer) enabled within Your Institution so that you can utilize the features of this Program. An MDM solution enables You to configure, deploy, and manage Apple-branded products running iOS and OS X. Please see <http://www.apple.com/education/it/mdm/> and <http://www.apple.com/iphone/business/it/management.html> for more information.

1. Definitions

"Administrators" means employees or contractors (or Service Providers) of Your company or organization who have been added to the Program for purposes of account management, e.g., administering servers, uploading MDM provisioning settings and adding devices to Your account, and who have agreed to the Administrator Terms and Conditions.

"Administrator Terms and Conditions" means the agreement that Your Administrators must enter into with Apple to participate in the Program.

"Agreement" means this Apple Device Enrollment Program Agreement.

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

"Apple Software" means the iOS and OS X operating system software, or any successor versions thereof.

"Authorized Devices" means Apple-branded products that are owned or controlled by You, have been designated for use by Authorized Users (or Service Providers) only, and that are eligible for use in the Program. For avoidance of doubt, devices that are personally owned by an Authorized User (e.g., "byod" devices) are not permitted in the Program and not all devices are eligible to be added to the Program.

"Authorized Users" means employees and contractors (or Service Providers) of Your company or organization, or other end users who are affiliated with Your Institution (e.g., if You are an educational institution, the term "Authorized Users" also includes faculty, staff and students of Your institution, and if You are a hospital, the term "Authorized Users" also includes credentialed

physicians, referring physicians and clinicians).

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

“MDM Enrollment Settings” means settings for an Apple-branded product that can be configured and managed as part of the Program, including, but not limited to, the initial enrollment flow for a device, and settings to supervise a device, make configuration mandatory, or lock an MDM profile.

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

“Program” means the automated mobile device management enrollment program as contemplated in this Agreement, including the web portal and any services or tools provided hereunder.

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

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

“Term” means the period described in Section 6.

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

Note: If you are a third-party service provider, you need to have the Institution with whom you are working enter into this Agreement and add you as an Administrator since the entity that owns the Authorized Devices and plans to distribute such Devices to its Authorized Users must enroll in the Program.

2. Program Requirements

2.1 Use of the Program

As a condition to using the Program, Institution acknowledges and agrees that:

- (a) Institution is permitted to use the Program only in accordance with all applicable laws and regulations, and the Program use guidelines set forth in the Device Enrollment Program Guide, as modified by Apple from time to time, and which will be made available on <http://www.apple.com/iphone/business/it/management.html>;
- (b) Institution is not permitted to use the Program (or any part thereof) for any unlawful, inappropriate, or illegal activity;
- (c) Institution is permitted to use the Program only to manage Authorized Devices for use by Authorized Users and not for general deployment to third parties, and Institution will be responsible for all use of the Authorized Devices by its Authorized Users;
- (d) Institution will obtain all necessary rights and consents from its Authorized Users to deploy its Authorized Devices as permitted hereunder;
- (e) Institution may add Administrators to the Program, but only if such individuals are employees or contractors of Institution or are Service Providers acting on Institution’s behalf, and Institution may add such parties only for account management purposes; and
- (f) Institution is permitted to use the Program only for its own internal information technology purposes and is not permitted to provide a product or service to third parties that integrates with or leverages services or information provided by the Program or uses the Program in any way,

unless otherwise agreed by Apple in writing.

2.2 No Other Permitted Uses

You agree not to exploit the Program in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity. Any attempt to do so is a violation of the rights of Apple and its licensors. All rights 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.

2.3 Server Token Usage

Institution agrees to use the Server Token only for purposes of enrolling Institution's MDM Server into the Program and uploading MDM Enrollment Settings that will be sent to Authorized Devices when they are initially activated by Authorized Users. Institution agrees not to provide or transfer its Server Token to any other entity or share it with any other entity, excluding its Service Provider. Institution agrees to take appropriate measures to safeguard the security and privacy of such Server Token and to revoke it if it has been compromised or Institution has reason to believe it has been compromised. Apple reserves the right to revoke or disable Server Tokens at any time in its sole discretion. Further, Institution understands and agrees that regenerating the Server Token will effect Institution's ability to use the Program until a new Server Token has been added to the MDM Server.

2.4 EULAs Term and Conditions

As part of the Program, Institution may elect to have its Authorized Users accept the terms and conditions for the Apple Software outside of the normal initial activation process on a device. Institution may use this feature of the Program as long as Institution agrees to the following requirements:

- (a) Institution's authorized representative must accept the EULAs for the Apple Software on the Program web portal prior to deploying Authorized Devices running such Apple Software to Authorized Users;
- (b) If the EULAs for the Apple Software have changed, Institution agrees to have its authorized representative return to the Program web portal and accept such EULAs promptly upon notice from Apple in order to continue using the Program. Institution acknowledges that it will not be able to use the Program, including associating additional Authorized Devices with its MDM Server, until such EULAs have been accepted;
- (c) Institution is responsible for ensuring that such EULAs are provided to Authorized Users, and that each Authorized User is aware of and complies with the terms and conditions of the EULAs for the Apple Software; and
- (d) Institution agrees to be responsible for obtaining any required consents for its Authorized Users' use of the Apple Software, and Institution agrees to monitor and be fully responsible for all such use of the Apple Software by its Authorized Users.

2.5 Device Transfer

Institution will not resell any Authorized Devices with MDM Enrollment Settings enabled and agrees to remove such Devices from MDM management in the Program web portal prior to reselling them or transferring them to non-Authorized Users in any way.

2.6 Updates; No Support or Maintenance

Apple may extend, enhance, or otherwise modify the Program (or any part thereof) provided hereunder at any time without notice, but Apple will not be obligated to provide Institution with any updates to the Program. If Apple makes updates available, the terms of this Agreement will govern such updates, unless the update is accompanied by a separate agreement in which case the terms of that agreement will govern. Should an update be made available, it may have features, services or functionality that are different from those found in the Program. Apple is not obligated to provide any maintenance, technical or other support for the Program.

2.7 Third-Party Service Providers

You are permitted to use a Service Provider only if the Service Provider's access to and use of the Program is done on Your behalf and in accordance with these terms, and is subject to a binding written agreement between You and the Service Provider with terms at least as restrictive and protective of Apple as those set forth herein. Any actions undertaken by any such Service Provider in relation to the Program 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).

3. Institution's Obligations

Institution represents and warrants that:

- (a) Institution's authorized representative or agent has the right and authority to enter into this Agreement on its behalf and to legally bind Institution to the terms and obligations of this Agreement;
- (b) All information provided by Institution to Apple in connection with this Agreement will be current, true, accurate, supportable and complete; and, with regard to information Institution provides to Apple, Institution will promptly notify Apple of any changes to such information, e.g., if an Administrator leaves the Institution, then Institution will notify Apple and remove such person from the Program web portal;
- (c) Institution will monitor and be responsible for its authorized representatives and Administrators' use of the Program and their compliance with the terms of this Agreement;
- (d) Institution will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by Institution, its authorized representatives, Administrators, Service Providers, Authorized Users and Authorized Devices, in connection with the Program; and
- (e) Institution will comply with the terms of and fulfill Institution's obligations under this Agreement.

4. Changes to Program Requirements or Terms

Apple may change the Program or the terms of this Agreement at any time. In order to continue using the Program, Institution, through its authorized representative, must accept and agree to the new requirements or terms of this Agreement. If You do not agree to the new requirements or terms, Your use of the Program may be suspended or terminated by Apple. You agree that Your acceptance of such new Agreement terms may be signified electronically, including without limitation, by checking a box or clicking on an "agree" or similar button.

5. Indemnification

To the extent permitted by applicable law, You agree to indemnify and hold harmless Apple, and upon Apple's request, defend, Apple, its directors, officers, employees, independent contractors and authorized representatives (each an "Apple Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs, including without limitation attorneys' fees and court costs, (collectively, "Losses") incurred by an Apple Indemnified Party and arising from or related to any of the following: (i) Your breach of any certification, covenant, obligation, representation or warranty made in this Agreement; (ii) Your use (including Your Service Provider's or Administrator's use) of the Program; and/or (iii) any claims, including but not limited to any end user claims, about Your use, deployment or management of Authorized Devices, MDM Enrollment Settings, and/or MDM Servers. In no event may You enter into any settlement or like agreement with a third party that affects Apple's rights or binds Apple or any Apple Indemnified Party in any way, without the prior written consent of Apple.

6. Term and Termination

The Term of this Agreement shall commence on the date You first accept this Agreement (the "Effective Date") and extend for an initial period of one (1) year following the initial activation date of Your Program account by Apple. Thereafter, subject to your compliance with the terms of this Agreement, the Term will automatically renew for three (3) successive one (1) year terms, unless

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

If you fail, or Apple suspects that you have failed, to comply with any of the provisions of this Agreement, Apple, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your account; and/or (ii) preclude access to the Program (or any part thereof). Apple reserves the right to modify, suspend, or discontinue the Program (or any part or content thereof) at any time without notice to you, and Apple will not be liable to you or to any third party should it exercise such rights.

7. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF, OR INABILITY TO USE, THE PROGRAM, OR ANY TOOLS OR SERVICES ACCESSED BY OR THROUGH THE PROGRAM, IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AUTHORIZED REPRESENTATIVES, CONTRACTORS, RESELLERS, OR LICENSORS (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 7 AND 8) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PROGRAM, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

APPLE DOES NOT GUARANTEE, REPRESENT OR WARRANT AGAINST INTERFERENCE WITH YOUR USE OR ENJOYMENT OF THE PROGRAM, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE PROGRAM WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT YOUR USE OF OR THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE PROGRAM WILL CONTINUE TO BE MADE AVAILABLE, THAT THE PROGRAM WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES OR ANY OTHER APPLE PRODUCTS OR SERVICES, OR THAT ANY DATA OR INFORMATION STORED OR TRANSMITTED THROUGH THE PROGRAM WILL NOT BE LOST, CORRUPTED, DAMAGED, ATTACKED, HACKED, INTERFERED WITH OR SUBJECT TO ANY OTHER SECURITY INTRUSION. YOU AGREE THAT FROM TIME TO TIME APPLE MAY REMOVE THE PROGRAM FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE PROGRAM AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU FURTHER ACKNOWLEDGE THAT THE PROGRAM IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY OR THROUGH THE PROGRAM COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL 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 SHALL CREATE A WARRANTY NOT EXPRESSLY

STATED IN THIS AGREEMENT. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

8. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO CASE SHALL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA OR INFORMATION, FAILURE TO TRANSMIT OR RECEIVE ANY DATA OR INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF THIS AGREEMENT AND/OR YOUR USE OR INABILITY TO USE THE PROGRAM, EVEN IF APPLE HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), AND EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL APPLE'S TOTAL LIABILITY TO YOU 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). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. General Legal Terms

9.1 Third Party Notices. Portions of the Program 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 Program or applicable part thereof, and Your use of such material is governed by their respective terms.

9.2 Consent to Collection and Use of Data. You acknowledge and agree that Apple and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, information about Your use of the Program, Your MDM Server, MDM Enrollment Settings, computers, devices, system and application software, and other software and peripherals, that is gathered periodically to facilitate the provision of services to You related to the Program, to provide, test and improve Apple's products and services, for internal purposes such as auditing, data analysis, and research to improve Apple's products, services, and customer communications, to facilitate the provision of software or software updates, product support and other services to You (if any) related to the Program or any such software, and to verify compliance with the terms of this Agreement. To enable Apple's partners and third party developers to improve their software, hardware and services designed for use with the Program and/or with Apple products or services, Apple may also provide any such partner or third party developer with a subset of diagnostic information that is relevant to that partner's or developer's software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify You. Data collected pursuant to this Section will be treated in accordance with Apple's Privacy Policy, which is incorporated by reference into this Agreement and which can be viewed at: <http://www.apple.com/legal/privacy>.

9.3 Assignment. 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.

9.4 Press Releases and Other Publicity; Relationship of Parties. 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. This Agreement will not be construed as creating any agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal

association between You and Apple, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. This Agreement is not for the benefit of any third parties.

9.5 Notices. Any notices relating to this Agreement shall be in writing. Notices will be deemed given by Apple when sent to You at the email address or mailing address You provided during the sign-up process. All notices to Apple relating to this Agreement will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and (c) five business days after having been sent by first class or certified mail, postage prepaid, to this Apple address: Legal Department, Software Products (Device Enrollment Program), Apple Inc., 1 Infinite Loop, MS 3-1 Legal, 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.

9.6 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 affect 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 "Program Requirements", or "Institution's Obligations" or prevents the enforceability of any of those Sections, this Agreement will immediately terminate and You must immediately discontinue any use of the Program.

9.7 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.

9.8 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 5 (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.

(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 administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The place of arbitration shall be London, England; the language shall be English; and the number of arbitrators shall be three. 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.

9.9 Entire Agreement; Governing Language. This Agreement constitutes the entire agreement between the parties with respect to the Program contemplated hereunder and supersedes all prior understandings and agreements regarding its subject matter. For avoidance of doubt, nothing in this Agreement supersedes the EULAs for the Apple Software. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (for example, by Apple by notice to You). Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. If You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

9.10 Acceptance. Institution acknowledges and agrees that by clicking on the "Agree" or similar button or by checking a box, Institution, through its authorized representative, is accepting and agreeing to the terms and conditions of this Agreement.

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PLEASE READ THE FOLLOWING ADMINISTRATOR TERMS AND CONDITIONS (“AGREEMENT”) CAREFULLY BEFORE PARTICIPATING IN THE APPLE DEVICE ENROLLMENT PROGRAM, INCLUDING THE WEB PORTAL AND ANY SERVICES OR TOOLS PROVIDED THEREWITH (“PROGRAM”) ON BEHALF OF YOUR COMPANY OR ORGANIZATION (“INSTITUTION”). THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU, THE PERSON ENTERING INTO THIS AGREEMENT, (“YOU”) AND APPLE INC. (“APPLE”). BY CLICKING ON THE “AGREE” BUTTON, YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN CLICK THE “CANCEL” BUTTON AND YOU ARE NOT PERMITTED TO PARTICIPATE.

Administrator Terms and Conditions

(for acting as an Administrator on behalf of Your Institution to automate MDM enrollment)

1. Use of the Program

Your Institution has entered into the Apple Device Enrollment Program Agreement (“**MDM Agreement**”) with Apple, which permits Your Institution to automate Mobile Device Management (MDM) enrollment of Apple-branded products for use within Your Institution.

Your Institution would like You to act as an administrator for purposes of account management of such Program, e.g., administering servers, uploading MDM provisioning settings and adding devices to Your Institution’s account (“**Administrator**”).

2. Your Representations

As a condition to participating as an Administrator for Your Institution, You acknowledge that:

- (a) You are currently an Institution employee, contractor or third-party service provider and have the right and authority to enter into this Agreement and act as an Administrator. If at any time You are no longer employed at the Institution or are no longer acting as an Administrator for the Institution, then You must cease all use of the Program;
- (b) You are permitted to use the Program only for Your Institution’s own internal informational technology purposes and only in accordance with the MDM Agreement between Your Institution and Apple;
- (c) You are permitted to use the Program only to manage Apple-branded products that are owned or controlled by Your Institution and only for use by individuals who are employees, contractors or end users who are otherwise affiliated with Your Institution. You are not permitted to use this Program for deployment of Your Institution’s devices to non-affiliated third parties or for use with unauthorized devices (e.g., ‘byod’ or personally-owned devices);
- (d) If You are given the ability to add other Administrators to Your Institution’s Program account, then You may add Administrators only if such individuals are employees or contractors of Your Institution (or if they are third-party service providers acting on Your Institution’s behalf);
- (e) You are permitted to use the Program only in accordance with all applicable laws and regulations, and the Program use guidelines set forth in the Device Enrollment Program Guide, as modified by Apple from time to time, and which will be made available on <http://www.apple.com/iphone/business/it/management.html>; and
- (f) You are not permitted to use the Program (or any part thereof) for any unlawful, inappropriate, or illegal activity.

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