

PLEASE READ THE FOLLOWING AGREEMENT TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING OR USING THE APPLE SOFTWARE. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN UNIVERSITY AND APPLE. BY CLICKING ON THE “I AGREE” BUTTON, UNIVERSITY, THROUGH ITS AUTHORIZED LEGAL REPRESENTATIVE, IS AGREEING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS AGREEMENT. IF UNIVERSITY DOES NOT OR CANNOT AGREE TO THIS AGREEMENT, THEN CLICK THE “CANCEL” BUTTON. IF UNIVERSITY DOES NOT AGREE TO THIS AGREEMENT, THEN UNIVERSITY IS NOT PERMITTED TO PARTICIPATE IN THIS PROGRAM OR USE THE APPLE SOFTWARE.

## **iOS Developer Program University Agreement**

(for teaching classes that allow students to load applications onto Apple-branded products running the iOS)

### **Purpose**

This Agreement permits a University teaching a course about iOS application development to enable students to load applications developed in the course on Apple-branded products running the iOS and to share such applications with other participants in the same course. Students may also develop and share passes for use on Apple-branded products as part of the course.

Such student applications and passes may not otherwise be distributed under this Agreement, and students who would like to distribute their applications or passes outside of the course will need to enter into the iOS Developer Program License Agreement.

**Note:** If the University plans to have students use the commercially released version of the SDK only and does not need students to be able to load applications or passes developed as part of a course onto Apple-branded products running the iOS, then the University does not need to sign this Agreement to teach such courses.

### **1. Definitions**

Whenever capitalized in this Agreement:

“Ad Support APIs” means the Documented APIs that provide the Advertising Identifier and Advertising Preference.

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

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

“Agreement” means this iOS Developer Program University Agreement, including attachments thereto which are hereby incorporated by this reference.

“App Store” means an electronic store and its storefronts branded, and owned and/or controlled by Apple or an affiliate of Apple.

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

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

“Apple Push Notification” or “APN” means the Apple Push Notification service that Apple may provide to You to enable You to transmit Push Notifications to Your Applications or for use as

otherwise permitted herein.

“APN API” means the Documented API that enables You to use the APN to deliver a Push Notification to Your Application or for use as otherwise permitted herein.

“Apple Software” collectively means: (a) the iOS SDK, (b) the iOS, and (c) the Provisioning Profiles, and includes any Updates to any of the foregoing that may be provided to You by Apple.

“Application” means one or more software programs (including extensions, media, and Libraries that are enclosed in a single software bundle) developed by University for a Course in compliance with the Documentation and the Program Requirements, for distribution under University’s own trademark or brand, and for specific use with an iOS Product, including bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of such software programs.

“Authorized Developers” means University faculty, staff, employees and contractors who (a) each have an active and valid Registered Apple Developer account with Apple, and (b) have a need to know or use the Apple Software to teach Courses pursuant to this Agreement, or otherwise for educational purposes on University’s behalf in connection with a Course.

“Authorized Devices” means iOS Products owned or controlled by University, or owned by Authorized Developers or Authorized Students, that have been designated by University for educational purposes in connection with a Course, and specifically registered with Apple under this Program.

“Authorized Students” means University students enrolled in a Course who (a) each have an active and valid Registered Apple Developer account with Apple, and (b) have agreed to the iOS Developer Program University Student Agreement.

“CloudKit APIs” means the Documented APIs that enable Your Applications and/or Your end-users (if You permit them) to read, write, query and/or retrieve structured data from public and/or private containers in iCloud.

“Course(s)” means classes and courses provided by University about iOS software application development, which require the use of the Apple Software.

“Course Materials” means any documentation, slides, hand-outs or other materials for a Course.

“Covered Products” means Your Applications, Libraries, Passes, Safari Extensions and/or OS X Website Push Notifications developed under this Agreement.

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

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

“Entitlement” means an identifier provided by Apple that allows Your Application to access certain Apple services.

“HealthKit APIs” means the Documented APIs that enable reading, writing, queries and/or retrieval of an end-user’s health and/or fitness information in Apple’s Health application.

“HomeKit Accessory Protocol” means the proprietary protocol licensed by Apple under Apple’s MFi Program that enables home accessories designed to work with the HomeKit APIs (e.g., lights, locks) to communicate with iOS Products.

“HomeKit APIs” means the Documented APIs that enable reading, writing, queries and/or retrieval

of an end-user's home configuration or home automation information from that end-user's designated area of Apple's HomeKit Database.

"HomeKit Database" means Apple's repository for storing and managing information about an end-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 Storage APIs" means the APIs that allow storage and retrieval of user-generated documents and other files, and allow storage and retrieval of key value data (e.g., a list of stocks in a finance App, settings for an App) for Applications and Multi-Platform Software through the use of iCloud.

"In-App Purchase API" means the Documented API that enables additional content, functionality or services to be purchased and delivered or made available for use within an Application.

"iOS" means the gold master "GM" production, non-confidential, commercially-available version of the iOS operating system software (or any successor thereto) provided by Apple to You pursuant to this Agreement.

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

"iOS Developer Program Enterprise License Agreement" means Apple's license agreement to use the Apple Software for testing, development and/or internal deployment of proprietary in-house applications.

"iOS Developer Program License Agreement" means Apple's license agreement to use the Apple Software for testing, development and/or submission of applications for approval and digital signing by Apple, among other things.

"iOS Developer Program University Student Agreement" means the agreement that University students must enter into with Apple to participate in the Course.

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

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

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

"Library" means a code module that cannot be installed or executed separately from an Application and that is developed by You in compliance with the Documentation and Program Requirements only for use with iOS Products.

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

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

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

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

“MFi Licensing 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 iOS Products.

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

“Map Kit API” means the Documented API that enables You to add mapping features or functionality to Applications.

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

“Multitasking” means the ability of Applications to run in the background while other Applications are running on the iOS.

“Open Source Software” means any software, including but not limited to open source or free 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.

“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.

“Pass Type ID” means the combination of an Apple-issued certificate and Push Application ID that is used to sign Passes and/or communicate with the APN.

“Passbook” means Apple’s installed iOS application that has the ability to store and display Passes for use on iOS Products.

“Program” means the overall iOS development, education, testing, digital signing, and limited distribution program for Courses as contemplated in this Agreement, including any services provided hereunder.

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

“Provisioning Profiles” means the provisioning profiles provided by Apple for use by University for educational purposes in connection with the Course, and limited distribution of Applications for use on Authorized Devices for Courses.

“Push Application ID” means the unique identification number or other identifier that Apple assigns to an Application, Pass or Site in order to permit it to access and use the APN.

“Push Notification” or “OS X Website Push Notification” means a message, including any content or data therein, that You transmit to end users and that is delivered in Your Application, to Your Pass within Passbook, and/or in the case of OS X, to the OS X desktop of users of Your Site who have opted in to receive such messages through Safari on OS X.

“Safari Extensions” means one or more software extensions developed by You under this Agreement only for use with Safari on OS X in compliance with Section 6.

“Site” means a website provided by University for a Course under University’s own name, trademark or brand.

“Student Applications” means one or more software programs developed by Your Authorized Students for the Course in compliance with the iOS Developer Program University Student Agreement.

“Student OS X Website Push Notification” means a message, including any content or data therein, that Your Authorized Students transmit as part of a Course in compliance with the iOS Developer Program University Student Agreement.

“Student Pass(es)” means one or more digital passes (e.g., movie tickets, coupons, loyalty reward vouchers, boarding passes, membership cards, etc.) developed by Your Authorized Students for the Course in compliance with the iOS Developer Program University Student Agreement.

“Student Website Push ID” means the combination of an Apple Certificate and Push Application ID that is used by Your Authorized Students for the Course in compliance with the iOS Developer Program University Student Agreement.

“Term” means the period described in Section 9.

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

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

“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.

## **2. License and Restrictions**

### **2.1 University Teaching License; Program services**

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

(a) Teach Course(s) to Authorized Students in accordance with this Agreement provided that University agrees not to use or disclose any pre-release Apple Software or Documentation or any Apple confidential information in a Course;

(b) Install (and permit Authorized Students to install) one (1) copy of the iOS and a Provisioning Profile on each Authorized Test Device, up to the number of Authorized Devices that University has registered and acquired licenses for, to be used by Authorized Students solely for educational purposes in connection with the Course; and

(c) Install a reasonable number of copies of the SDK portion of the Apple Software on Apple-branded computers owned or controlled by University or owned by Authorized Developers, to be used by Authorized Students and Authorized Developers for educational purposes in connection with the Course; provided that University restricts access to the Apple Software on such computers to Authorized Students and Authorized Developers only.

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., OS X Server, Xcode). 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. Further, You may only access such services using the Apple ID associated with Your developer account. 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 or an Authorized Student in Your Course, and You understand that each such person must have their own Apple ID to access Your account. To the extent that You own or control an Apple-branded computer running Apple's OS X Server ("Server") and would like to use it for Your own development purposes in connection with the Program or for your own educational purpose in connection with a Course, You agree to use Your own Apple ID for such Server, and You shall be responsible for all actions performed by such Server.

## **2.2 Authorized Devices**

Apple reserves the right to set the limited number of iOS Products that University may register with Apple and obtain licenses for under this Program as specified on the Program web portal. Apple shall not be responsible for any costs, expenses or other liabilities University may incur as a result of provisioning Authorized Devices, developing Applications, or the installation or use of this Apple Software or any services, including but not limited to any damage to any equipment, software or data.

## **2.3 Course Transmissions**

University may stream, broadcast or otherwise transmit Courses for distance learning and other educational purposes in connection with a Course.

## **2.4 Copies and Course Materials**

University agrees to retain and reproduce in full the Apple copyright, disclaimers and other proprietary notices (as they appear in the Apple Software and related services and Documentation provided) in all copies of the Apple Software and Documentation that University is 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 or any Student Applications or Student Passes.

## **2.6 No Other Permitted Uses**

Except as otherwise set forth herein, You agree not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, sublicense, or provide to any person the Apple Software, Apple-issued certificates, or any services, in whole or in part, or to enable others to do so. You may not use the Apple Software, Apple-issued certificates, or any services provided hereunder for any purpose not expressly permitted by this Agreement, including any applicable Attachments. You agree not to install, use or run the iOS SDK on any non-Apple-branded computer, not to

install, use or run the SDK, iOS, and Provisioning Profiles on or in connection with devices other than iOS 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-issued certificates or any services provided by the Apple Software or otherwise provided hereunder, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of open-sourced components or sample code included with the Apple Software). You agree not to exploit any Apple Software, Apple-issued certificates, or services provided hereunder in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity or by harvesting or misusing data provided by such Apple Software, Apple-issued certificates, or services. Any attempt to do so is a violation of the rights of Apple and its licensors of the Apple Software or services.

All licenses not expressly granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise. This Agreement does not grant You any rights to use any trademarks, logos or service marks belonging to Apple, including but not limited to the iPhone or iPod word marks. If You make reference to any Apple products or technology or use Apple's trademarks, You agree to comply with the published guidelines at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html>, as modified by Apple from time to time.

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

Apple may extend, enhance, or otherwise modify the Apple Software or services (or any part thereof) provided hereunder at any time without notice, but Apple will 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.

## **3. Your Obligations**

### **3.1 General**

You certify to Apple and agree that:

- (a) Your authorized legal representative has the right and authority to enter into this Agreement on Your behalf and to legally bind You to the terms and obligations of this Agreement;
- (b) All information provided by You to Apple or Your end users in connection with this Agreement, Your Covered Products will be current, true, accurate, supportable and complete and, with regard to information You provide to Apple, You will promptly notify Apple of any changes to such information;
- (c) You will comply with the terms of and fulfill Your obligations under this Agreement, and You agree to monitor and be responsible for Your Authorized Developers' use of the Apple Software, services and Authorized Devices and their compliance with the terms of this Agreement;
- (d) You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by You and Authorized Developers in connection with the Apple Software and services, the Authorized Devices, Your Covered Products and Your related development and limited distribution efforts, including, but not limited to, any related development efforts, network and server equipment, Internet service(s), or any other hardware, software or services used by You in connection with Your use of any services; and
- (e) You will not act in any manner which conflicts or interferes with any existing commitment or

obligation You may have and no agreement previously entered into by You will interfere with Your performance of Your obligations under this Agreement.

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

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

- (a) You will 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 and any services 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;
- (c) Your 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, and You will not support, encourage, or otherwise facilitate the development of Applications, Libraries or Passes or Student Applications or Student Passes that violate such requirements;
- (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 Application);
- (e) You will not, through use of the Apple Software, Apple-issued certificates, services or otherwise, create any Covered Product or other code or program that would disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by iOS, the Apple Software, or any services or other Apple software or technology, or enable others to do so;
- (f) Applications developed under this Agreement may only be distributed on Authorized Devices for educational purposes in connection with a Course under this Agreement. Passes developed under this Agreement may be distributed only for educational purposes in connection with a Course. You agree that all development of Passes must be in accordance with the terms of this Agreement, including Attachment 3. For additional distribution of Passes or Applications outside of a Course, You would need to enter into the iOS Developer Program License Agreement or the iOS Developer Program Enterprise License Agreement, as applicable; and
- (g) Safari Extensions signed with an Apple-issued certificate may be distributed to Your end-users in accordance with the terms of this Agreement, including Section 6.

### **3.3 Program Requirements for Applications, Libraries and Passes**

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

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

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

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

**3.3.3** Without Apple's prior written approval, an Application may not provide, unlock or enable additional features or functionality through distribution mechanisms other than the App Store.

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

**3.3.5** An Application must have at least the same features and functionality when run by a user in compatibility mode on an iPad (e.g., an iPhone app running in an equivalent iPhone-size



window on an iPad must perform in substantially the same manner as when run on the iPhone; provided that this obligation will not apply to any feature or functionality that is not supported by a particular hardware device, such as a video recording feature on a device that does not have a camera). Further, You agree not to interfere or attempt to interfere with the operation of Your Application in compatibility mode.

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

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

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

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

**3.3.9** You and Your Applications (and any third party with whom you have contracted to serve advertising) may not collect user or device data without prior user consent, and then only to provide a service or function that is directly relevant to the use of the Application, or to serve advertising in accordance with Sections 3.3.12 and 3.3.13. You may not use analytics software in Your Application to collect and send device data to a third party. Further, neither You nor Your Application will use any permanent, device-based identifier, or any data derived therefrom, for purposes of uniquely identifying a device.

**3.3.10** You must provide clear and complete information to users regarding Your collection, use and disclosure of user or device data. Furthermore, You must take appropriate steps to protect such data from unauthorized use, disclosure or access by third parties. If a user ceases to consent or affirmatively revokes consent for Your collection, use or disclosure of his or her user or device data, You (and any third party with whom you have contracted to serve advertising) must promptly cease all such use. In addition, if Your Application accesses the HealthKit or HomeKit APIs, provides keyboard extension functionality, or is primarily intended for use by children, You must provide a privacy policy to Your end-users explaining Your collection, use, disclosure and retention of user or device data.

**3.3.11** Applications must comply with all applicable criminal, civil and statutory laws and regulations, including those in any jurisdictions in which Your Applications may be offered or made available. In addition:

- You and the 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.
- Applications may not be designed or marketed for the purpose of harassing, abusing, stalking, spamming, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others.
- Neither You nor Your Application 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.

**Advertising Identifier:**

**3.3.12** You and Your 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.

**Advertising Preference:**

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

- You agree to check a user's Advertising Preference prior to serving any advertising using the Advertising Identifier, and You agree to abide by a user's setting in the Advertising Preference.
- If a user has set their Advertising Preference to limit ad tracking, You may use the Advertising Identifier, and any information obtained through the use of the Advertising Identifier, only for Limited Advertising Purposes.

**Location and Maps; User Consents:**

**3.3.14** For Applications that use location-based APIs (e.g., Core Location, Map Kit API) or otherwise provide location-based services, such Applications may not be designed or marketed for automatic or autonomous control of vehicle behavior, or for emergency or life-saving purposes. In addition, Applications that offer location-based services or functionality must notify and obtain consent from an individual before his or her location data is being collected, transmitted or otherwise used by the Application.

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

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

**3.3.17** If Your Application uses or accesses the Map Kit API from a device running iOS version 6 or later, Your Application will access and use the Apple Maps Service. All use of the Map Kit API and Apple Maps Service will be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 4 (Additional Terms for the use of the Apple Maps Service). If Your Application uses or accesses the Map Kit API from a device running iOS version 5 or earlier, Your Application will access and use the Google Mobile Maps (GMM) service. Such use of the GMM Service is subject to Google's Terms of Service set forth at: <http://code.google.com/apis/maps/terms/iphone.html>. If You do not accept such Google Terms of Service, including, but not limited to all limitations and restrictions therein, You may not use the

GMM service in Your Application, and You acknowledge and agree that such use will constitute Your acceptance of such Terms of Service.

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

**3.3.18** Any master recordings and musical compositions embodied in Your 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 Application will be distributed outside of the United States, any master recordings and musical compositions embodied in Your 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 Application by each applicable copyright owner.

**3.3.19** If Your 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 Application.

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

**3.3.21** 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 Apple software or services, iOS Products, or other software, firmware, hardware, data, systems, services, or networks.

**3.3.22** If Your Application includes any Open Source Software, You agree to comply with all applicable Open Source Software licensing terms. You also agree not to use any Open Source Software in the development of Your Application in such a way that would cause the non-Open Source Software portions of the Apple Software to be subject to any Open Source Software licensing terms or obligations.

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

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

#### **In-App Purchase API:**

**3.3.25** Access to the functionality provided by the In-App Purchase API and related services requires You to enter into the iOS Developer Program License Agreement.

#### **iOS Accessories:**

**3.3.26** Your Application may interface, communicate, or otherwise interoperate with or control an iOS Accessory (as defined above) through Bluetooth or Apple's 30-pin dock connector only if (i) such iOS Accessory is licensed under Apple's MFi Licensing Program at the time that You initially submit Your Application, (ii) the MFi Licensee has added Your Application to a list of

those approved for interoperability with their iOS Accessory, and (iii) the MFi Licensee has received approval from the Apple MFi Licensing Program for such addition.

**Regulatory Compliance:**

**3.3.27** You will fulfill any applicable regulatory requirements, including full compliance with all applicable laws, regulations, and policies related to Your Application in the United States, 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 and FCC, and the laws, regulations and policies of any other applicable regulatory bodies in any countries or territories where You use or make Your Application available as permitted under this Agreement. However, You agree that you will not seek any regulatory marketing 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 Your Application in the United States, as well as in other countries or territories where You plan to make Your Application available in accordance with the terms and conditions of this Agreement. You also represent and warrant that You will only use or make available Your Application for its cleared or approved intended use/indication for use, and only in strict compliance with applicable regulatory requirements and this Agreement. If requested by the FDA or by another government body that has a need to review or test Your Application as part of its regulatory review process, You may provide Your Application to such entity for review purposes. You agree to promptly notify Apple in accordance with the procedures set forth in Section 12.6 of any complaints or threats of complaints regarding Your Application in relation to any such regulatory requirements.

**Cellular Network:**

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

- Must comply with Apple's best practices and other guidelines on how Applications should access and use the cellular network; and
- Must not in Apple's reasonable judgment excessively use or unduly burden network capacity or bandwidth.

**3.3.29** 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 end users, prior to use, to check the terms of agreement with their operator. In addition, if Your Application allows end users to send SMS messages, then You must inform the end user, prior to use of such functionality, that standard text messaging rates or other carrier charges may apply to such use.

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

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

**iCloud:**

**3.3.31** 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 2 (Additional Terms for the use of iCloud).

**Passbook:**

**3.3.32** Your development of Passes, and use of the Pass Type ID and Passbook under this Agreement, must be in accordance with the terms of this Agreement (including the Program Requirements) and Attachment 3 (Additional Terms for Passes).

**Additional Services:**

**3.3.33** From time to time, Apple may provide access to additional services for You to use in connection with Your Applications. Some of these additional services may be subject to separate terms and conditions in addition to this Agreement. If You elect to use such services, Your usage will also be subject to those separate terms and conditions. In addition, such services may not be available in all languages or in all countries. Apple makes no representation that such services are appropriate or available for use in any particular location. To the extent You choose to access such services, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Certain services made accessible to You through the Apple Software may be provided by third parties. You acknowledge that Apple will not have any liability or responsibility to You or any other person (including to any end user) for any third-party services or for any Apple services. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any services at any time. In no event will Apple be liable for the removal of or disabling of access to any such services.

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

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

**Extensions and Keyboard Extensions:**

**3.3.36** Applications that include extensions in the Application bundle must provide some functionality beyond just the extensions (e.g., help screens, additional settings). In addition:

- Such extension functionality may not be used for purposes of advertising, product promotion, or direct marketing or for providing any purchase offers to an end-user (e.g., an extension for a news App could show the latest headlines in "At a Glance" but could not show ads for a game App);
- Extensions may not block the full screen of an iOS 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 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); and
- Any keystroke logging done by any such extension must be clearly disclosed to the end-user

prior to any such data being sent from an iOS Product, and notwithstanding anything else in Section 3.3.9, such data may be used only for purposes of providing or improving the keyboard functionality of Your Application (e.g., not for serving advertising).

#### **HealthKit APIs**

**3.3.37** Your Application must not access the HealthKit APIs unless it is primarily designed to provide health and/or fitness services, and this usage is clearly evident in Your marketing text and user interface. In addition:

- Notwithstanding anything to the contrary in Section 3.3.9, You and Your Application may not use the HealthKit APIs, or any information obtained through the HealthKit APIs, for any purpose other than providing health and/or fitness services in connection with Your Application (e.g., not for serving advertising).
- You must not use the HealthKit APIs, or any information obtained through the HealthKit APIs, to disclose or provide an end-user's health and/or fitness information to a third party without express end-user consent, and then only for purposes of enabling the third party to provide health and/or fitness services. For example, You must not share or sell an end-user's health information collected through the HealthKit APIs to advertising platforms, data brokers or information resellers. For clarity, You may allow end-users to consent to share their data with third parties for medical research purposes.
- You agree to clearly disclose to end-users how You and Your Application will be using their health and/or fitness information and to use it only as expressly consented to by the end-user and as expressly permitted herein.

**3.3.38** If Your Application accesses NikeFuel points information through the HealthKit APIs, then Your use of the NikeFuel points information is subject to the NikeFuel points terms of service set forth at: <https://developer.nike.com/healthkit/nikefuel-use-agreement.html>. If You do not accept such NikeFuel terms of service, including, but not limited to all limitations and restrictions therein, You may not use such NikeFuel points information in Your Application, and You acknowledge and agree that such use will constitute Your acceptance of such terms of service.

#### **HomeKit APIs:**

**3.3.39** Your 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.

- Your Application may use information obtained from the HomeKit APIs and/or the HomeKit Database only on an iOS Product and may not export, remotely access or transfer such information off a device (e.g., a lock password cannot be sent off an end-user's device to be stored in an external non-Apple database).
- Notwithstanding anything to the contrary in Section 3.3.9, You and Your 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 Application (e.g., not for serving advertising).

## **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 Applications already in being used in a Course. In order to continue using the Apple Software or any services, University, through its

authorized legal agent, 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 authorized legal agent's acceptance of such new Agreement terms or Program Requirements may be signified electronically, including without limitation, by Your agent checking a box or clicking on an "agree" or similar button. Nothing in this Section will affect Apple's rights under Section 7 below.

## **5. Limited Student Distribution; Student Certificates**

Subject to the terms and conditions of this Agreement, Student Applications may only be distributed for use by Course participants on a limited number of Authorized Devices (as specified in the Program web portal), Student Passes may only be distributed for use by Course participants for purposes of participation in the Course, and Student OS X Website Push Notifications may only be sent to the desktop of Course participants who have opted in to receive such Notifications through Safari on OS X. All Student Applications must be digitally signed using an Apple-issued certificate to be installed on such Authorized Devices. All Student Passes must be signed with a Pass Type ID to be recognized and accepted by Passbook and a Student Website Push ID must be used to send Student OS X Website Push Notifications. University will be responsible for ensuring that only Authorized Students are designated by University to receive any such certificates, Student Website Push IDs or Pass Type IDs (under the same student names as listed in the Course enrollment records). Upon completion of the Course, University agrees to promptly revoke all such certificates and to remove all former Course participants from the list of Authorized Students designated by the University to receive access to the Program web portal for such Course.

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 Student Applications or Student Passes in this manner, or for Your failure to adequately manage, limit or otherwise control the access to and use of such Student Applications or Student Passes or Authorized Devices.

## **6. University Digital Signing; Restrictions on University Certificates**

### **6.1 Certificate Requirements**

Subject to the terms and conditions of this Agreement, University may distribute its Applications for Course participants' use on a limited number of Authorized Devices (as specified on the Program web portal) or submitted to Apple for educational purposes in connection with a Course, may distribute its Passes only for Course participants' use for educational purposes as part of a Course, and may send its OS X Website Push Notifications to the OS X desktop of users in a Course who have opted in to receive such Notifications for University's Site through Safari on OS X. Such Applications must be signed with Apple-issued certificates in order to be installed on Authorized Devices, such Passes must be signed with a Pass Type ID to be recognized and accepted by Passbook, and such Notifications must be signed with a Website Push ID. You may also obtain Apple-issued certificates to sign Your Safari Extensions for distribution purposes as set forth herein.

In relation to this, You represent and warrant to Apple that: (a) You will not take any action to interfere with the normal operation of any Apple-issued digital certificates or Provisioning Profiles; (b) You are solely responsible for preventing any unauthorized person from having access to Your digital certificates and corresponding private keys and You will use all reasonable efforts to safeguard Your digital certificates and corresponding private keys from compromise; (c) You agree to immediately notify Apple in writing if You have any reason to believe there has been a compromise of any of Your digital certificates or corresponding private keys; (d) except for approval of Your Authorized Students' certificate requests, You will not provide or transfer Apple-issued digital certificates provided under this Program to any third party, nor use Your digital certificate to sign a third party's application, pass, extension or site; and (e) You will use Your Apple-issued certificates exclusively for the purpose of signing Your Applications for use on Authorized Devices, signing Your Safari Extensions, signing Your Site's registration bundle, accessing the APN service, and/or for signing Passes for limited distribution in Courses as

contemplated under this Program, and only in accordance with this Agreement.

You further represent and warrant to Apple that the licensing terms governing Your Application, Your Safari Extension, Your Site's registration bundle and/or Your Pass, or governing any third party code or Open Source Software included therein, will be consistent with and not conflict with the digital signing or content protection aspects of the Program or any of the terms, conditions or requirements of the Program or this Agreement, including the confidentiality requirements of this Agreement. In particular, You represent and warrant that 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 or digital rights management mechanisms utilized as part of the Program and will not require You to disclose any Apple confidential information. If You discover any such inconsistency or conflict with Your Application or Pass, You agree to immediately notify Apple of it and will cooperate with Apple to resolve such matter.

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 exercising Your rights under this Agreement, or for Your failure to adequately manage, limit or otherwise control the access to and use of Your Applications, Your Passes or Authorized Devices.

Except as contemplated in Section 5 or 6 and the distribution of Passes in accordance with Attachment 3 and the delivery of OS X Website Push Notifications on OS X, no other distribution of programs or applications developed using the Apple Software is authorized or permitted hereunder. In the absence of a separate agreement with Apple, You agree not to distribute Your Application, Your Pass or any Student Application or Student Pass to third parties via other distribution methods or to enable or permit others to do so.

## **6.2 Additional Safari Extension Requirements**

If You would like to distribute Your Safari Extension signed with an Apple-issued digital certificate, then You agree to the following requirements for such Safari Extension, as they may be modified by Apple from time to time:

- Your Safari Extension must not contain any malware, malicious or harmful code, or other internal component (e.g. computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect Apple hardware, software or services, or other third party software, firmware, hardware, data, systems, services, or networks.
- Your Safari Extensions must not be designed or marketed for the purpose of harassing, abusing, stalking, spamming, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others.
- Your Safari Extension must only operate in Safari on OS X's designated container area for the Safari Extension, and must not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like.
- Your Safari Extensions must comply with all applicable laws and regulations, including those in any jurisdictions in which such Safari Extensions may be offered or made available.

## **7. Revocation**

You understand and agree that Apple may revoke the digital certificates issued to You hereunder at any time. By way of example only, Apple might choose to do this if at any time:

- (a) Any of Your Provisioning Profiles, digital certificates or corresponding private keys has been compromised or Apple has reason to believe that either has been compromised;
- (b) Apple has been notified or otherwise has reason to believe that Your Covered Product violates, misappropriates, or infringes the rights of a third party or of Apple;
- (c) Apple has reason to believe that Your Covered Product contains malicious or harmful code, malware, programs or other internal components (e.g., software virus);
- (d) Apple has reason to believe that Your Covered Product damages, corrupts, degrades,



destroys or otherwise adversely affects the devices it operates on, or any other software, firmware, hardware, data, systems, or networks accessed or used by such products;

- (e) You breach any term or condition of this Agreement or the Registered Apple Developer terms and conditions;
- (f) Any information or documents provided by You to Apple for the purpose of verifying Your identity or obtaining Provisioning Profiles or Apple-issued digital certificates is false or inaccurate;
- (g) Any representation, warranty or certification provided by You to Apple in this Agreement is untrue or inaccurate;
- (h) Apple is required by law, regulation or other governmental or court order to take such action;
- (i) You misuse or overburden any services provided hereunder; or
- (j) Apple has reason to believe that such action is prudent or necessary.

## **8. 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 agents (each an "Apple Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs, including without limitation attorneys' fees and court costs, (collectively, "Losses") incurred by an Apple Indemnified Party and arising from or related to any of the following: (i) Your breach of any certification, covenant, obligation, representation or warranty made in this Agreement; (ii) any claims that Covered Products developed by You violate or infringe any third party intellectual property or proprietary rights; and/or (iii) Your use of the Apple Software or services, Your Covered Products, Authorized Devices, or Your development or distribution of any Application, Pass or OS X Website Push Notification.

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 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.

## **9. Term and Termination**

### **9.1 Term**

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 Section 9.2.

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

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

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

### **9.3 Effect of Termination**

Unless You have entered into a separate agreement with Apple that grants You separate rights and licenses from those obtained under this Agreement, 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) in Your and Your Authorized Developers' possession or control. At Apple's request, You agree to provide written certification of such destruction to Apple. The following provisions shall survive any termination of this Agreement: Sections 1, 2.5, 2.6, 3.1(d), 3.1(e), 3.2(d), 3.2(e), 3.2(f), 3.3, 6.1 (third and fourth paragraphs), 6.2, and 7 through 12 inclusive; within Attachment 1, the last sentence of Section 1.1, Section 2, the second and third sentences of Section 4, Section 5, the second and third sentences of Section 6, and Section 7; within Attachment 2, Section 1.2, Sections 1.5, 1.6, 2, 3, and 4; within Attachment 3, 2.2, 2.3, 3.3, and 5; and within Attachment 4, 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.

## **10. NO WARRANTY**

The Apple Software or services may contain inaccuracies or errors that could cause failures or loss of data and it may be incomplete. Apple or its licensors may provide or make available through the Apple Software or as part of the Program, certain web-based applications, service-related software, certificate-issuance services, or other services for Your use (collectively the "Services" for purposes of this Section 10 and 11). 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 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 10 AND 11) 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 COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE APPLE SOFTWARE, OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. Location data as well as any maps data provided by any Services or software is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Apple nor any of its licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data or information displayed by any Services or software.

## **11. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THE APPLE SOFTWARE OR SERVICES, OR YOUR DEVELOPMENT EFFORTS, EDUCATIONAL 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).

## **12. General Legal Terms**

**12.1 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.

**12.2 Consent to Collection and Use of Non-Personal Data.** You agree that Apple and its subsidiaries may collect and use technical and related information, including but not limited to information about Your Applications, computer, system software, other software and peripherals, that is gathered periodically to facilitate the provision of software updates and other services to You (if any) related to the Apple Software, and to verify compliance with the terms of this Agreement. Apple may use this information, as long as it is in a form that does not personally identify You, to improve the Apple Software, our products or to provide services or technologies to You and our customers. Data collected pursuant to this Section 12.2 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/>.

**12.3 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.

**12.4 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 other 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.

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

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

**12.7 Severability.** If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. However, if applicable law prohibits or restricts You from fully and specifically complying with the Sections of this Agreement entitled "License and Restrictions", "Your Obligations" or "Digital Signing of University Applications; Restrictions on University Certificates", 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."

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

**12.9 Export Control.** You may not use, export, re-export, import, sell or transfer the Apple Software except as authorized by United States law, the laws of the jurisdiction in which You obtained the Apple Software, and any other applicable laws and regulations. In particular, but without limitation, the Apple Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Apple Software, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Apple Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons.

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

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

(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 8 (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. You hereby waive any right of immunity as to Yourself and Your property with respect to the enforcement and execution of any arbitral award rendered pursuant to this clause. 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.

**12.12 Entire Agreement; Governing Language.** This Agreement constitutes the entire agreement between the parties with respect to the Program contemplated hereunder and the use of the Apple Software licensed hereunder and supersedes all prior understandings and agreements regarding its subject matter, including the iOS SDK Agreement (clickwrap) accompanying the SDK, but only to the limited extent necessary for Your participation in this Program. For the avoidance of doubt, to the extent that You have already entered into or subsequently enter into a separate written agreement with Apple for the use of the Apple Software licensed hereunder, You may operate under that agreement for its purposes; provided however that none of the educational provisions of this Agreement will extend to You under any other agreement that You may have with Apple with respect to the Apple Software. You further agree that You will not use or disclose under this Agreement any Apple confidential or proprietary information (e.g., pre-release software) that You have obtained under another agreement (e.g.,

the iOS Developer Program License Agreement).

This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (for example, by Apple by written or email notice to You). Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern.

**12.13 Acceptance.** University acknowledges and agrees that by clicking on the “agree” or similar button, University, through its authorized legal representative, is accepting and agreeing to the terms and conditions of this Agreement.

## **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 and Local Notifications**

**1.1** You may use the APN only in Your Applications, Your Passes, and/or in sending OS X Website Push Notifications to the OS X desktop of users of Your Site who have opted in to receive Notifications through Safari on OS X. You, Your 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 the limited purpose of Section 6 below, 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 Application or Your Pass on an iOS Product and/or to the OS X desktop of users of Your Site who have opted in to receive Notifications through Safari on OS X as expressly permitted by the Agreement (including but not limited to this Attachment 1), the APN Documentation and all applicable laws and regulations (including all intellectual property laws). You further agree that You must disclose to Apple any use of the APN as part of the submission process for Your Application.

**1.3** You understand that before You send an end user any Push Notifications through the APN, the end 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 the end user's consent to receive Push Notifications is denied or later withdrawn, You may not send the end user Push Notifications.

#### **2. Additional Requirements**

**2.1** You may not use the APN or Local Notifications for the purpose of sending unsolicited messages to end users or for the purpose of phishing or spamming, including, but not limited to, engaging in any types of activities that violate anti-spamming laws and regulations, or that are otherwise improper, inappropriate or illegal. For example, You agree not to include links to phishing or other malicious websites in Your OS X Website Push Notifications.

**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 Application or advertise the availability of new features or versions. Notwithstanding the foregoing, You may use the APN or Local Notifications for promotional purposes in connection with Your Pass so long as such use is directly related to the Pass, e.g., a store coupon may be sent to Your Pass in Passbook.

**2.3** You may not excessively use the overall network capacity or bandwidth of the APN,

or unduly burden an iOS Product, OS X or an end-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 in Apple's reasonable judgment may be found objectionable by the end user of Your Application, Pass or 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 iOS Product or OS X, 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 OS X Website 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 and must be used for educational purposes in connection with a Course. You agree not to misrepresent or impersonate another Site or entity or otherwise mislead users about the originator of the OS X Website Push Notification. To the extent that You reference a third party's trademark or brand within Your OS X Website 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 iOS or OS X Products, Apple may transmit Your Push Notifications across various public networks, in various media, and modify or change Your Push Notifications to comply with the technical and other requirements for connecting to networks or devices. You acknowledge and agree that the APN is not, and is not intended to be, a guaranteed or secure delivery service, and You shall not use or rely upon it as such. Further, as a condition to using the APN or delivering Local Notifications, You agree not to transmit sensitive personal or confidential information belonging to an individual (e.g., a social security number, financial account or transactional information, or any information where the individual may have a reasonable expectation of secure transmission) as part of any such Notification, and You agree to comply with any applicable notice or consent requirements with respect to any collection, transmission, maintenance, processing or use of an end user's personal information.

### **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 Applications, Passes or 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 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 Application, Pass, or Site, and

does not provide the APN directly to any end user. You acknowledge and agree that any Push Notifications are sent by You, not Apple, to the end user of Your 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 end user of Your 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.

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

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

## **7. 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 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 Application or Multi-Platform Software.

## **1. Use of iCloud**

**1.1** Your Application or Multi-Platform Software may only access the iCloud service via the iCloud Storage APIs, and then only if You have been assigned an Entitlement by Apple. You



agree not to access the iCloud service, or any content, data or information contained therein, other than through the iCloud Storage APIs, CloudKit APIs, or via the CloudKit dashboard 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.

**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 end-users who have Your Applications or Multi-Platform Software installed and who have a valid end-user account with Apple to use iCloud may continue to access their user-generated documents, private containers and files that You have chosen to store in such end-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 end-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 dashboard.

**1.3** Your 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 Applications and Multi-Platform Software, and for purposes of enabling Your end-users to access user-generated documents and files through the iCloud service. Your Application 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 Application to violate any of the iCloud terms and conditions or the Program Requirements for Your Applications (e.g., Your 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 Applications as well as from Multi-Platform Software. However, You may not share key value data from Your Application with other Applications or Multi-Platform Software, unless You are sharing such data among different versions of the same title (e.g., the iPhone version of an Application can share key value data with an iPad or Mac App Store version of the same titled Application), 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 end-users in Your 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** Unless otherwise expressly permitted by Apple in writing, You will not use 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 iCloud 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.

## **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 end-users. If You reach or Your end-user reaches such limits, then You or Your end-user may be unable to use the iCloud service until You or Your end-user have removed enough data from the service to meet the capacity limits, increased storage capacity or otherwise modified Your usage of iCloud, and You or Your end-user may be unable to access or retrieve data from iCloud during this time.

**2.2** You may not charge any fees to users for access to or use of the iCloud service through Your Applications and Multi-Platform Software, and You agree not to sell access to the iCloud service in any other way, including but not limited to reselling any part of the service. You will only use the iCloud service in Your Application or Multi-Platform Software to provide storage for an end-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 data in public containers for access by end-users regardless of whether such users have iCloud accounts. You will not induce any end-user to violate the terms of their applicable iCloud service agreement with Apple or to violate any Apple usage policies for data or information stored in the iCloud service.

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

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

### **3. Your Acknowledgements**

You acknowledge and agree that:

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

**3.2** The iCloud service is not available in all languages or in all countries and Apple makes no representation that the iCloud service is appropriate or available for use in any particular location. To the extent You choose to provide access to the iCloud service in Your Applications or Multi-Platform 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 and 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 the iCloud service.

**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 Applications or Multi-Platform Software may send or receive through the iCloud service or the resources or capacity that they may use at any time in Apple's sole discretion.

**3.5** Apple may monitor and collect information (including but not limited to technical and diagnostic information) about usage of the iCloud service through the iCloud Storage APIs, CloudKit APIs, or CloudKit dashboard, 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 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 an end-user with respect to data stored via the iCloud Storage APIs in that end-user's iCloud account or in that end-user's private container via the CloudKit APIs.

**3.6** Further, to the extent that You store any end-user personal information in the iCloud service through the use of the iCloud Storage APIs or CloudKit APIs, You agree that Apple (and any applicable Apple Subsidiary) will act as Your agent for the processing, storage and handling of any such personal information. You remain responsible at all times for such personal information; however, Apple will protect such data with the security features outlined in our Privacy Policy, including abiding by Safe Harbor Programs.

#### **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 END-USERS, INCLUDING ANY CLAIMS REGARDING DATA PROCESSING OR INAPPROPRIATE OR UNAUTHORIZED DATA STORAGE OR HANDLING BY YOU IN VIOLATION OF THIS AGREEMENT.

### **Attachment 3 (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 Passbook 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. To the extent that You reference a third party's trademark or brand within Your Pass (e.g., a store coupon for a particular good), You represent and warrant that You have any necessary rights. You agree not to share, provide or transfer Your Pass Type ID to any third party (except for the limited purpose set forth in Attachment 1 Section 5), 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 to Authorized Developers and Authorized Students only for educational purposes in connection with the Course. You understand that Passes must be accepted by such users before they will be loaded into Passbook 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 3. Apple shall not be responsible for any costs, expenses, damages,

losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of distributing Your Passes in this manner.

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

### **3. Additional Pass Requirements**

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

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

**3.3** Notwithstanding anything else in Section 3.3.9 of the Agreement, with prior user consent, You and Your Pass may share user and/or device data with Your 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 Application, or to serve advertising in accordance with Sections 3.3.12 and 3.3.13 of the Agreement.

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

You understand and agree that Apple reserves the right to review and approve or reject any Pass that You would like to distribute for use by Your end-users, or that is already in use by Your end-users, at any time during the Term of this Agreement. If requested by Apple, You agree to promptly provide such Pass to Apple. You agree not to attempt to hide, misrepresent, mislead, or obscure any features, content, services or functionality in Your Pass from Apple's review or otherwise hinder Apple from being able to fully review such Pass, and, You agree to cooperate with Apple and answer questions and provide information and materials reasonably requested by Apple regarding such Pass. If You make any changes to Your Pass after submission to Apple, You agree to notify Apple and, if requested by Apple, resubmit Your Pass prior to any distribution of the modified Pass. Apple reserves the right to revoke Your Pass Type ID and reject Your Pass for distribution to Your end-users for any reason and at any time in its sole discretion, even if Your Pass meets the Documentation and Program Requirements and terms of this Attachment 3; and, in that event, You agree that You may not distribute such Pass to Your end-users.

### **5. Additional Liability Disclaimer**

APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, DISTRIBUTION, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION, OR TERMINATION OF PASSBOOK, YOUR PASS 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 PASSBOOK OR ANY END-USER CLAIMS ARISING FROM ANY USE OF THE FOREGOING BY YOUR END-USERS.

## **Attachment 4** **(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 Application.

## **1. Use of the Maps Service**

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

**1.2** You will use the Apple Maps Service and Map Data only as necessary for providing services and functionality for Your Application. You agree to use the Apple Maps Service and Map Kit API only as expressly permitted by this Agreement (including but not limited to this Attachment 4) and the Map Kit Documentation, and in accordance with all applicable laws and regulations.

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

## **2. Additional Restrictions**

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

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

**2.3** You will not copy, modify, translate, create a derivative work of, publish or publicly display the Map Data in any way other than as permitted herein, and 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** You will not use the Map Data provided by Apple without using it with a corresponding Apple map.

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

**2.6** You may not charge any fees to end-users solely for access to or use of the Apple Maps Service through Your 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 Application can make through the Map Kit API) or may revoke or remove Your access to the Apple Maps Service (or any part thereof) at any time in its sole discretion.

## **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 Map Kit API, including changing or removing any feature or functionality, or (b) modify, deprecate, reissue or republish the Map Kit API. You understand that any such modifications may require You to change or update Your Applications at Your own cost. Apple has no express or implied obligation to provide, or continue to provide, the Apple Maps Service and

may suspend or discontinue all or any portion of the Apple Maps Service at any time. Apple shall not be liable for any losses, damages or costs of any kind incurred by You or any other party arising out of or related to any such service suspension or discontinuation or any such modification of the Apple Maps Service or Map Kit API.

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

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

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

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

9/1/14  
EA1188

**BY CLICKING ON THE “I AGREE” BUTTON,  
UNIVERSITY, THROUGH ITS AUTHORIZED LEGAL  
REPRESENTATIVE, HEREBY ACCEPTS AND  
AGREES TO THE TERMS AND CONDITIONS OF  
THIS AGREEMENT.**