

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

MDM Certificate Agreement

(for companies deploying mobile device management for iOS and/or OS X products)

Purpose

Your company, organization or educational institution would like to use the MDM Certificates (as defined below) to enable You to either deploy a third-party commercial, enterprise server software product for mobile device management of iOS and/or OS X products, or deploy Your own internal mobile device management for iOS and/or OS X products within Your company, organization or educational institution. Apple is willing to grant You a limited license to use the MDM Certificates as permitted herein on the terms and conditions set forth in this Agreement.

1. Accepting this Agreement; Definitions

1.1 Acceptance

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

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

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

1.2 Definitions

Whenever capitalized in this Agreement:

"Agreement" means this MDM Certificate Agreement.

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

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

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

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

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

"Mobile Device Management Service" (MDM) means the device management service provided by

Apple that enables remote management of iOS Products and/or OS X Products.

“MDM Certificate(s)” means the Apple-issued digital certificates that may be made available to You under this Agreement for use with Apple’s Mobile Device Management Service.

“OS X Product” means an Apple-branded product that runs the OS X operating system software.

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

“Term” means the period described in Section 6.

“Third-Party MDM Product” means an enterprise server software product that manages iOS Products and/or OS X Products using Apple’s proprietary and confidential communication protocol and that has been developed by a third party developer authorized by Apple to provide such products.

“You” and “Your” means and refers to the legal entity (whether the company, organization, educational institution, or governmental agency, instrumentality, or department) using the MDM Certificates under this Agreement. “You” specifically excludes consumers or personal users.

2. Digital Certificates

2.1 You represent and warrant to Apple that all information provided by You in connection with this Agreement and Your registration for the MDM Certificate will be current, true, accurate, and complete and, with regard to information You provide to Apple, You will promptly notify Apple of any changes to such information. Further, You agree that Apple may share such information (including email address) with third parties who have a need-to-know for purposes related to this Agreement (e.g., the developer of the Third-Party MDM Product, etc.). You certify to Apple and agree that You are of the legal age of majority in the jurisdiction in which You reside (at least 18 years of age in many countries) and have the right and authority to legally bind Your company, organization, educational institution, or agency, instrumentality, or department of the federal government to the terms and obligations of this Agreement.

2.2 You may only use the MDM Certificates provided hereunder in connection with Your use of Apple’s Mobile Device Management (MDM) Service, which is available by either (a) joining Apple’s iOS Developer Enterprise Program and deploying Your own internal mobile device management for iOS Products and/or OS X Products, or (b) deploying a Third-Party MDM Product. Further, You may only use the MDM Service for managing Your Employees’ Deployment Devices. Apple reserves the right to refuse admission to any of its Developer Programs, including Apple’s iOS Developer Enterprise Program, in its sole discretion.

2.3 You agree to inform Your Employees, prior to Your use of the MDM Certificate in connection with the MDM Service, that once You enable the MDM Service, You will be able to interact with their Deployment Devices remotely, including but not limited to by inspecting, installing or removing profiles, viewing which iOS and/or OS X applications are installed, using secure erase functions, and enforcing device passcodes. You agree to obtain consent from such Employees for such use of their Devices as necessary to comply with applicable law.

2.4 You agree to only use Your MDM Certificate as set forth herein and in accordance with the Documentation. Except for use by Your Service Provider in accordance with Section 5, You may not provide or share Your MDM Certificate with any other entity. You agree to take appropriate measures to safeguard the security and privacy of Your MDM Certificate and private keys. Further, You represent and warrant to Apple that: (a) You will not take any action to interfere with the normal operation of the MDM Certificates; (b) You are solely responsible for preventing any unauthorized person from having access to MDM Certificates and corresponding private keys and You will use best efforts to safeguard Your MDM 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 MDM Certificates or corresponding private keys; (d) You will not provide or transfer Your MDM Certificates (except for use by Your Service Provider as expressly permitted herein); (e) You will not falsify or misuse Your MDM Certificate and will only use such Certificate in connection with the MDM Service as expressly permitted herein; and (f) You shall only use the MDM Certificates provided hereunder for authorized and legal purposes.

3. Use of the MDM Service

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

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

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

3.4 Apple shall not be responsible for any costs, expenses, damages, losses (including without limitation lost business opportunities or lost profits) or other liabilities You may incur as a result of Your use of the MDM Certificate or the MDM Service. If You have questions about how to use the MDM Certificate with a Third-Party MDM Product, You should contact the vendor of such Product. Apple shall not be responsible for any support or assistance for the use of any MDM Certificates or the MDM Service with Third-Party MDM Products.

4. Your Acknowledgements

You acknowledge and agree that:

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

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

4.3 Apple reserves the right to remove Your access to the MDM Service and revoke or disable Your MDM Certificates at any time in its sole discretion. If Apple removes Your access, then You will lose the ability to use the MDM Service to manage Deployment Devices configured to work with Your MDM Certificate, including the ability to remotely wipe such devices. By way of example only, Apple might choose to do this if at any time: (a) Your MDM Certificate or

corresponding private key have been compromised or Apple has reason to believe that either have been compromised; (b) Apple has reason to believe that Your use of the MDM Service and MDM Certificate damages, corrupts, degrades, destroys or otherwise adversely affects the devices it operates with or the MDM Service; (c) You breach any term or condition of this Agreement; (d) You do not use the MDM Certificates or MDM Service in accordance with the Documentation; (e) Any information or documents provided by You to Apple pursuant to this Agreement are false or inaccurate; (f) Any representation, warranty or certification provided by You to Apple in this Agreement is untrue or inaccurate; (g) Apple is required by law, regulation or other governmental or court order to take such action; (h) You request that Apple 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.

5. Third Party Service Providers

You are only permitted to use a Service Provider if the Service Provider's access to and use of the MDM Service is done on Your behalf and in accordance with these terms, and is subject to a binding written agreement between You and the Service Provider with terms at least as restrictive and protective of Apple as those set forth herein. You understand and agree that Your Service Provider may only use Your MDM Certificate in connection with Your Employees use of the MDM Service on Deployment Devices, and not for any other purposes. Any actions undertaken by any such Service Provider in relation to the MDM Service and/or arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to the Service Provider) shall be responsible to Apple for all such actions (or any inactions). In the event of any actions or inactions by Your Service Provider that would constitute a violation of this Agreement or otherwise cause any harm, Apple reserves the right to require You to cease using such Service Provider in connection with this Agreement.

6. Term and Termination

The Term of this Agreement shall commence on the date You first accept this Agreement (the "Effective Date") and extend for an initial period of one (1) year following the initial activation date of Your MDM Certificate by Apple, unless sooner terminated in accordance with this Section. Thereafter, You will need to enter into a subsequent agreement with Apple in order to continue to use Your MDM Certificate.

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 fail to comply with any term of this Agreement and fail to cure such breach within 10 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 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
- (d) 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, inappropriate use of certificates or misrepresentation of facts.

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. 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.

7. NO WARRANTY

The MDM Service contains functionality that allows it to accept MDM Certificates issued by Apple. YOU ARE SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON SUCH MDM CERTIFICATES AND THE MDM SERVICE, AND YOUR USE OF SUCH DIGITAL CERTIFICATES AND THE MDM SERVICE IS AT YOUR SOLE RISK AND THAT THE ENTIRE

RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE MDM CERTIFICATES AND MDM SERVICE 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 7 AND 8) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE THERETO, EITHER EXPRESS, IMPLIED OR STATUTORY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. APPLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE MDM CERTIFICATES OR THE MDM SERVICE, THAT THE OPERATION OF THE MDM CERTIFICATES OR THE MDM SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS OR ERRORS IN THE MDM CERTIFICATES OR THE MDM SERVICE WILL BE CORRECTED, OR THAT THE MDM CERTIFICATES OR THE MDM SERVICE WILL BE COMPATIBLE WITH FUTURE APPLE PRODUCTS, SERVICES OR SOFTWARE, OR THAT ANY INFORMATION STORED OR TRANSMITTED THROUGH THE MDM CERTIFICATES OR MDM SERVICE WILL NOT BE LOST, CORRUPTED OR DAMAGED. 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 MDM CERTIFICATES AND THE MDM SERVICE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

8. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO 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, 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. YOU ACKNOWLEDGE AND AGREE THAT APPLE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM OR RELATED TO YOUR USE OF ANY MDM CERTIFICATES OR MDM SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY SCHEDULED OR UNSCHEDULED MAINTENANCE, SERVICE INTERRUPTIONS, LOST OR STOLEN DATA, ANY LIABILITY FROM YOUR ACCESS TO DEPLOYMENT DEVICES THROUGH THE USE OF THE MDM SERVICE (INCLUDING ANY PRIVACY VIOLATIONS RELATED THERETO) OR FOR APPLE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT THE MDM SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE ERRORS, DELAYS, FAILURES OR INACCURACIES IN THE TRANSMISSION OF DATA OR INFORMATION THROUGH THE SERVICE COULD LEAD TO DAMAGE OF ANY KIND INCLUDING BUT NOT LIMITED TO, DEATH, PERSONAL INJURY, OR FINANCIAL, PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE. 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).

9. MISCELLANEOUS

9.1 No Assignment. This Agreement may not be assigned, nor may any of Your obligations under this Agreement be delegated, in whole or in part, by You by operation of law, merger, or any other means without Apple's express prior written consent and any attempted assignment without such consent will be null and void.

9.2 Relationship of Parties. This Agreement will not be construed as creating a partnership, joint venture, fiduciary duty, or any other form of legal association between You and

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

9.3 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 and OS X Mobile Device Management Service and Developer License Agreements, 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.

9.4 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.

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

9.6 Export Control. You may not use, export, re-export, import, sell or transfer the MDM Certificates except as authorized by United States law, the laws of the jurisdiction in which You obtained the MDM Certificates, and any other applicable laws and regulations. In particular, but without limitation, the MDM Certificates 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 or any other restricted party lists. By using the MDM Certificates, 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 MDM Certificates for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons.

9.7 Government End Users. The MDM Certificates 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.

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

Notwithstanding the foregoing, if You are an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the State of California will apply. Further, and notwithstanding anything to the contrary in this Agreement, 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.

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 MDM Certificates, 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.

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.

9.9 Entire Agreement; Governing Language. This Agreement constitutes the entire agreement between the parties with respect to the use of the MDM Certificates provided hereunder. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (for example, by Apple by written or email notice to You). Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern.

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

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