

## WELCOME TO APPLE SCHOOL MANAGER

This Apple School Manager Agreement (“Agreement”) between Your Institution and Apple governs Your Institution’s use of Software, Services and Websites that make up Apple School Manager (collectively referred to as the “Service”). You agree that You have the full legal authority to bind Your Institution to these terms. By clicking “Agree” You are agreeing that You have read and understand these terms, and agree that these terms apply if You choose to access or use the Service or make it available to others. If You do not have the legal authority to bind Your Institution or do not agree to these terms, do not click “Agree.”

### 1. GENERAL

- A. Service.** Apple is the provider of the Service, which permits You, under the terms and conditions of this Agreement, to: (i) enroll Authorized Devices for the purpose of Mobile Device Management (MDM) within Your Institution; (ii) access relevant software tools to facilitate the Service; (iii) administer Your creation and distribution of Managed Apple IDs and their use by Your End Users; (iv) manage the transmission, storage, purchase and maintenance of relevant data and Content related to the Service; (v) manage Your creation and administration of courses using the Service; and (vi) enable the measurement of student progress through Apple School Manager and applications that have adopted the ClassKit framework. You agree to use the Service only in compliance with this Agreement and all applicable laws and regulations.
- B. Device and User Enrollment.** You may use the device enrollment features of the Service to enroll only Authorized Devices in the Service. If You elect to use the Service and enroll Authorized Devices as set forth in this Agreement, then Apple will provide You with a Service web portal and an Administrator account with which You will be able to create and manage the Managed Apple IDs for End Users and make the features of the Service available. Once You create the Managed Apple IDs for End Users, such accounts will be accessible via Institution-owned shared or individual devices, and any devices used by End Users to access their Managed Apple ID account. You are responsible for determining and selecting the Service features You wish to provide to Your End Users.

### 2. RIGHT TO USE

- A.** Unless stated otherwise in this Agreement, You have the non-exclusive, non-assignable, non-transferable, and limited right to access and use the Service during the Term solely for Your educational operations and subject to the terms of this Agreement. You may permit Your End Users to use the Service for the foregoing purpose, and You are responsible for Your End Users’ compliance with the terms of this Agreement.
- B.** You do not acquire any right or license to use the Service, or any of its features, beyond the scope and/or duration of the Service specified in this Agreement. Your right to access and use the Service will terminate upon the termination and/or expiration of this Agreement.
- C.** Except as otherwise expressly stated in this Agreement, You agree that Apple has no obligation to provide any Apple Software, programs, services or products as part of the Service.

### 3. DATA PRIVACY AND SECURITY

- A. Personal Data and Customer Instructions.** Under this Agreement, Apple, acting as a data processor on your behalf, may receive Personal Data if provided by You. By entering into this Agreement, You instruct Apple to process Your Personal Data, in accordance with applicable law: (i) to provide the Service; (ii) pursuant to Your instructions as given through your use of the Services (including the web portal and other functionality of the Service); (iii) as specified under this Agreement; and (iv) as further documented in any other written instructions given by You and acknowledged by Apple as constituting instructions under this Agreement.

Apple shall comply with the instructions described in this Section 3A unless prohibited by an applicable legal requirement from doing so, in which case Apple will inform You of that legal requirement before processing Personal Data (unless prohibited by that law from doing so on

important grounds of public interest).

- B. Compliance with law.** You agree that You are solely liable and responsible for ensuring Your compliance with all applicable laws, including privacy and data protection laws, regarding the use or collection of data and information through the Service. You are also responsible for all activity related to Personal Data, including but not limited to, monitoring such Personal Data and activity, and preventing and addressing inappropriate data and activity, including the removal of data and the termination of access of the individual making such data available. You are responsible for safeguarding and limiting access to End User data by Your personnel and for the actions of Your personnel who are permitted access to use the Service.
- C. Use of Personal Data.** In order to provide the Service, You instruct Apple to use Personal Data, provided by You and Your End Users to Apple through use of the Service, only as necessary to provide and improve the Service, and as set forth in Exhibit A, subject to the requirements set forth in this Section 3 and Exhibit A. Further, Apple shall:
- i. Use and handle such Personal Data consistent with the instructions and permissions from You set forth herein, as well as all applicable laws, regulations, accords or treaties.
  - ii. Notify Institution in the event Apple receives any requests to access Your or Your End Users' Personal Data in connection with the Service, and Apple will either reasonably (i) cooperate with Institution to handle such requests to the extent such requests involve Personal Data that Apple has access to or (ii) otherwise put in place a means for Institution to manage such requests directly. In the event Institution is subject to an investigation by a data protection regulator or similar authority regarding Personal Data, Apple shall provide Institution with assistance and support in responding to such investigation to the extent it involves Personal Data that Apple has access to in connection with the Service.
- D. Data Incidents.** Apple will (i) notify Institution, without undue delay and as required by law, if Apple becomes aware that Institution's Personal Data has been altered, deleted or lost as a result of any unauthorized access to the Service ("a Data Incident"); and (ii) take reasonable steps to minimize harm and secure the data. You are responsible for providing Apple with Institution's updated contact information for such notification purposes. Apple will also assist Institution to the extent it involves Personal Data that Apple has access to in connection with the Service, to ensure Institution complies with its obligations to provide notice of Data Incidents to supervisory authorities or data subjects as required under Articles 33 and 34 of the GDPR, if applicable, or any other equivalent obligations under applicable law.
- Apple will not access the contents of Your Personal Data in order to identify information subject to any specific legal requirements. Institution is responsible for complying with incident notification laws applicable to the Institution and fulfilling any third party obligations related to Data Incident(s).
- Apple's notification of, or response to, a Data Incident under this Section 3D will not be construed as an acknowledgment by Apple of any responsibility or liability with respect to a Data Incident.
- E. Your Audit/Inspection Rights.** To the extent that the GDPR applies to the processing of Your Personal Data, Apple will provide you with the information necessary to demonstrate compliance with Article 28 of that law. In the event that you have audit rights under other applicable laws, Apple will provide you with the information necessary to demonstrate compliance with your obligations under those laws. If you choose exercise Your audit rights under this Section 3E, Apple shall demonstrate compliance by providing you with a copy of Apple's ISO 27001 Certification and ISO 27018 Certification.
- F. Security Procedures.** Apple shall use industry-standard measures to safeguard Personal Data during the transfer, processing and storage of Personal Data. Encrypted Personal Data may be stored at Apple's geographic discretion. As part of these measures, Apple will also use commercially reasonable efforts to: (a) encrypt personal data at rest and in transit; (b) ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c)

restore the availability of Personal Data in a timely manner in the event of a physical or technical issue; and (d) regularly test, assess, and evaluate the effectiveness of technical and organizational measures for ensuring the security of the processing. Apple may update the security features from time to time as long as the updates do not result in the degradation of the overall security of the Service.

- G. Security controls.** Apple will assist You to ensure Your compliance with Your obligations with regards to the security of Personal Data, including, if applicable, Your Institution's obligations, under Article 32 of the GDPR, by implementing the Security Procedures set forth in section 3F of this Agreement and by maintaining the ISO 27001 Certification and ISO 27018 Certification. Apple will make available for review by Institution the certificates issued in relation to the ISO 27001 Certification and ISO 27018 Certification following a request by You or Your Institution under this Section 3G.
- H. Security Compliance.** Apple will take appropriate steps to ensure compliance with security procedures by its employees, contractors and sub processors and Apple shall ensure that any persons authorized to process Personal Data comply with applicable laws regarding the confidentiality and security of Personal Data with regards to the Service.
- I. Data Impact Assessment and Prior Consultation.** Apple will assist Institution, at its sole discretion and to the extent it involves information Apple has access to in connection with the Service, to ensure Institution's compliance with any applicable obligations requiring Institution to conduct data protection impact assessments, or to consult with a supervisory authority prior to processing where such is required by law,
- J. Breach Notification and Cooperation.** You shall promptly notify Apple in the event that You learn or have reason to believe that any person, or entity, has breached Your security measures or has gained unauthorized access to: (1) Personal Data; (2) any restricted areas of the Service; or (3) Apple's confidential information (collectively, "Information Security Breach"). In the event of an Information Security Breach, You shall provide Apple with reasonable assistance and support to minimize the harm and secure the data.
- K. Data Transfer.** Apple will ensure that any Personal Data from the European Economic Area and Switzerland is transferred only to a third country that ensures an adequate level of protection or under appropriate safeguards or Binding Corporate Rules as provided for in Articles 46 and 47 of GDPR except when a derogation of Article 49 applies. Such a safeguard shall include the Model Contract Clauses/Swiss Transborder Data Flow Agreement incorporated as Exhibit B, if applicable. If You are required to enter into Model Contract Clauses in order to transfer data outside of the European Economic Area, You agree to do so.
- L. Access and Retrieval of Data.** Apple shall provide You with the ability to access, retrieve, or delete Your and Your End Users' Personal Data in accordance with Your privacy and/or data protection obligations, as applicable. Apple is not responsible for data You store or transfer outside of Apple's system (for example, student records located in your Student Information System).

Requests for deletion handled via Apple School Manager will be completed within 30 days.
- M. Destruction of Data.** Upon termination of this Agreement for any reason, Apple shall securely destroy Your and Your End Users' Personal Data that is stored by Apple in connection with the Service within a reasonable period of time, but in any case, no longer than 180 days.
- N. Third Party Requests.** In the event Apple receives a third party request for Your or Your End User's Content or Personal Data ("Third Party Request"), Apple will (i) notify You, to the extent permitted by law, of its receipt of the Third Party Request; and (ii) notify the requester to address such Third Party Request to You. Unless otherwise required by law or the Third Party Request, You will be responsible for responding to the Request.
- O. School Official Status Under FERPA (20 U.S.C. § 1232g).** If You are an educational agency, or organization, or acting on behalf of an educational agency, or organization, to which regulations under the U.S. Family Education Rights and Privacy Act (FERPA) apply, Apple acknowledges that for the purposes of this Agreement, Your Institution's Personal Data may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"). To

the extent that Apple receives FERPA Records while acting as a data processor in providing the Service, You agree that Apple will be functioning as a “school official” as defined in 34 C.F.R. § 99.31(a)(1)(i).

- Q. COPPA.** Apple will use and maintain Personal Data, provided by You and Your End Users to Apple in connection with the Service, in accordance with the Children’s Online Privacy Protection Act of 1998 (COPPA), insofar as it is applicable. This Section 3 and the attached Exhibit A constitute notice of how Apple will use and maintain such Personal Data when such data is provided by You and/or Your End Users to Apple in connection with the Service. You grant Apple permission to use and maintain such data Apple receives in connection with the Service, if provided by You and/or Your End Users, to Apple in connection with the Service for the purpose of providing and improving the Service and as set forth in Exhibit A.
- R. Access to Third Party Products and Services.** If You choose to access, use, download, install, or enable third party products or services that operate with the Service but are not a part of the Service, then the Service may allow such products to access Personal Data as required for the use of those additional services. You are not required to use such additional products in relation to the Service, and Your Administrator may restrict the use of such additional products in accordance with this Agreement. Prior to accessing or downloading third party products or services for use with a Managed Apple ID, You should review the terms, policies and practices of the third party products and services to understand what data they may collect from Your End Users, how the data may be used, shared and stored, and, if applicable, whether such practices are consistent with any consents You have obtained.

#### **4. SERVICE**

- A. Use Restrictions.** You will ensure Your and Your End Users’ use of the Service complies with this Agreement, and You will inform Your End Users of, and enforce, the restrictions below. You agree that neither You nor Your End Users will use the Service to upload, download, post, email, transmit, store or otherwise make available: (i) any Content or materials that are unlawful, harassing, threatening, harmful, defamatory, obscene, invasive of another’s privacy, hateful, racially or ethnically offensive or otherwise objectionable; (ii) any Content or materials that infringe any copyright or other intellectual property, or violate any trade secret, or contractual or other proprietary right; (iii) any unsolicited or unauthorized email message, advertising, promotional materials, junk mail, spam, or chain letters; and/or (iv) any Content or materials that contain viruses or any computer code, files or programs designed to harm, interfere with or limit the normal operation of the Service or any other computer software or hardware. You further agree that You will not, and will ensure that End Users do not: (a) use the Service to stalk, harass, threaten or harm another; (b) pretend to be anyone or any entity that You are not (Apple reserves the right to reject or block any Apple ID or email address that could be deemed to be an impersonation or misrepresentation of Your identity, or a misappropriation of another person’s name or identity); (c) forge any Transmission Control Protocol/Internet Protocol (TCP-IP) packet header or any part of the header information in an email or a news group posting, or otherwise put information in a header designed to mislead recipients as to the origin of any content transmitted through the Service (“spoofing”); (d) interfere with or disrupt the Service, any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service; and/or (e) use the Service to otherwise violate applicable laws, ordinances or regulations. If Your or Your End User’s use of the Service or other behavior intentionally or unintentionally threatens Apple’s ability to provide You or others the Service, Apple shall be entitled to take necessary steps to protect the Service and Apple’s systems, which may include suspension of Your access to the Service.

If you are a covered entity, business associate or representative of a covered entity or business associate (as those terms are defined at 45 C.F.R § 160.103), You agree that you will not use any component, function or other facility of iCloud to create, receive, maintain or transmit any “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.

- B. Administration of Accounts.** You agree that You shall be solely responsible for management of Your Administrator account(s) and all Your Managed Apple IDs, including but not limited to: (i) the security and safeguarding of the user name and password associated with each account; (ii) the provision and/or removal of access by any of Your personnel or End Users to such account and any Content provided and/or stored in the Service; and (iii) the provision of appropriate documentation and guidelines to End Users about using the Managed Apple ID accounts.
- C. End User Consent.** Administrators will have the ability to monitor, access or disclose user data associated with Managed Apple ID accounts through the Service web portal and/or Administrator tools. You represent and warrant that, prior to deploying the Service to Institution and any End Users, You will provide sufficient notice and disclosure of the terms of this Agreement, and obtain and maintain all necessary rights and consents, either from each End User, or where necessary, each End User's parent or legal guardian, to allow Apple to: (1) provide and improve the Service in accordance with this Agreement; and (2) access and receive End User data that may arise as part of the provision of the Service.
- D. Managed Apple IDs; Features and Services.** A Managed Apple ID is the account user name and password You create and provide to each of Your End Users to access the Service. Apple will provide You with the tools to create Managed Apple IDs for Your End Users. When You create Managed Apple IDs for Your End Users, all features and functionality of the Service that You select to be available are enabled for all of Your Institution's Managed Apple IDs. YOU ASSUME FULL RESPONSIBILITY AND LIABILITY FOR ALL RISKS AND COSTS ASSOCIATED WITH YOUR SELECTION OF EACH FEATURE AND FUNCTIONALITY ENABLED IN THE SERVICE AS BEING APPROPRIATE FOR INSTITUTION AND/OR YOUR END USERS.
  - i. Requirements for Use of Managed Apple ID**
    - 1. Devices and Accounts.** Use of Managed Apple IDs as part of the Service may require compatible devices, Internet access, certain software, and periodic updates. The latest version of the required software may be necessary for certain transactions or features. Apple reserves the right to limit the number of Managed Apple IDs that may be created and the number of devices associated with a Service account.
    - 2. Your rights to the Managed Apple IDs.** Unless otherwise required by law or this Agreement, You agree that each Managed Apple ID is non-transferable between individual End Users, and between Institutions.
  - ii. Find My iPhone.** Find my iPhone is automatically disabled for all Managed Apple IDs. However, if an Authorized Device is lost or stolen, Institution can use the MDM solution to put the device in Lost Mode so that the device will be locked, the user will be logged out, and a report will be automatically transmitted to the MDM Server. Institution can also erase the device remotely and enable Activation Lock to help ensure that the device cannot be reactivated without the proper Managed Apple ID and password. Apple shall bear no responsibility for Your failure to protect Authorized Devices with a passcode, Your failure to enable Lost Mode, and/or Your failure to receive or respond to notices and communications. Apple shall also bear no responsibility for returning lost or stolen devices to You or for any resulting loss of data. Apple is not responsible for any replacement of devices that have the Activation Lock feature enabled, or any warranty claims on such devices. You may remove the Activation Lock feature and disable Lost Mode through MDM.
  - iii. Account Authentication.** Two-factor authentication requiring two types of information for authentication purposes, such as a password and a generated security code, is automatically enabled for the Managed Apple IDs of Your Administrators, teachers and staff. Institution agrees to provide Apple with at least one mobile telephone number for Institution to receive autodialed or prerecorded calls and text messages from Apple for authentication and account related purposes, which may be subject to standard message and data rates. Apple may place such calls or texts to: (i) help keep Your Service account secure when signing in; (ii) help

You access Your Account if You forget Your password; or (iii) as otherwise necessary to maintain Your Service account or enforce this Agreement and relevant policies. Managed Apple IDs distributed to Your End Users will also require two-factor authentication, such as identification of an Authorized Device and an authentication code generated in the Service web portal or a telephone number. In all instances, You are responsible for: (a) distributing the Managed Apple IDs You create to identified End Users; (b) approving access to the Service by such users; (c) controlling against unauthorized access; and (d) maintaining the confidentiality and security of usernames, passwords and account information.

- iv. **Backup.** Authorized Devices that are not shared devices will periodically create automatic backups that are transmitted to the Service when the user is logged in with their Managed Apple ID and the device is screen-locked, connected to a power source, and connected to the Internet via a Wi-Fi network. You may disable backup in the MDM Enrollment Settings. Backup is limited to device settings, device characteristics, photos, videos, documents, messages (iMessage, SMS and MMS, if enabled), ringtones, app data (including Health app data), location settings (such as location-based reminders that You have set up), and Home screen and app organization. Content that You purchase, download or provide access to Your End Users from the iTunes Store, App Store or iBooks Store, and Content purchased from or provided by any third parties, will not be backed up. Such Content may be eligible for re-download from those services, subject to account requirements, availability, and any applicable terms and conditions. Content synced from Your End Users' computers will not be backed up. If You enable iCloud Photo Library, the photo libraries of Your End Users will be backed up separately from their automatic iCloud backup. The Content stored in an End User's contacts, calendars, bookmarks, and documents is accessible via iCloud on the web or on any of the End User's Authorized Devices. When iCloud Backup is enabled, devices managed or controlled by Your Institution will not back up to iTunes automatically during a sync, but You may enable End Users to manually initiate a backup to iTunes. It is solely Your responsibility to maintain appropriate alternative backup of Your and Your End Users' information and data.
- v. **iCloud Photo Library.** When You enable iCloud Photo Library in connection with any Managed Apple ID, the photos, videos and metadata in the Photos App on the Authorized Devices ("Device Photo Library") will be automatically sent to iCloud, stored as the End User's Photo Library in iCloud, and then pushed to all of the End User's other iCloud Photo Library-enabled devices and computers. If the End User later makes changes (including deletions) to the Device Photo Library on any of these devices or computers, such changes will automatically be sent to and reflected in the End User's iCloud Photo Library. These changes will also be pushed from iCloud to, and reflected in, the Device Photo Library on all of the End User's iCloud Photo Library-enabled devices and computers. The resolution of content in the Photo Library on Authorized Devices or computers may vary depending upon the amount of available storage and the storage management option selected for the End User's iCloud-Photo-Library-enabled device. If You do not wish to use iCloud Photo Library, You may disable it for Your Managed Apple ID and/or on Your Authorized Devices.
- vi. **Schoolwork.** If you make Schoolwork available to Your End Users, teachers and students at Your Institution can manage their school work and assignments using a Managed Apple ID.
  - 1. **iCloud File Sharing.** When you share a file using Schoolwork in connection with a Managed Apple ID, Apple automatically organizes any files shared into class folders for students and teachers in the iCloud Drive. Your End Users' can access their shared files using their Managed Apple ID. Annotations or changes made to these files will be visible by any End User in a class with whom You have shared a file. You can stop sharing files at any time. Files created by Your End Users using Managed Apple IDs are stored until you delete them. However, any file previously copied to another device or computer will not be deleted.
  - 2. **Student Progress.** When You opt-in to the student progress feature in the Apple School Manager web portal, student progress will be recorded and reported to the

ClassKit framework. Only activities assigned by Your teachers using Schoolwork will initiate the recording and reporting of student progress information. Your student End Users will be able to view their own student progress information in Schoolwork and in Settings on their device. Your teacher End Users will be able to view the student progress information of all students in their class for activities they assign. Student data created through Your use of Schoolwork or ClassKit will be treated in accordance with Section 3 and Exhibit A of this Agreement. If You opt-out a Managed Apple ID from the student progress feature, all Personal Data associated with that Managed Apple ID will be deleted in accordance with Section 3.

- vii. **Third Party Apps.** If You make available any third party Apps for Your End Users to sign into with their Managed Apple IDs, You agree to allow such Apps to store data in the accounts associated with Your End Users' Managed Apple IDs, and for Apple to collect, store, and process such data on behalf of the relevant third-party App developer in association with Your and/or Your End Users' use of the Service and such Apps. Third party Apps may have the capability to share such data with another App downloaded from the same App developer. You are responsible for ensuring that You and Your End Users are in compliance with any storage limits for each Managed Apple ID based on the third party Apps You make available to Your End Users to download.
- E. **Server Token Usage.** You agree to use the Server Token provided by Apple only for the purpose of registering Your MDM Server within the Service, uploading MDM Enrollment Settings, and receiving Managed Apple ID roster data. You shall ensure that Your End Users use the information sent or received using Your Server Token only with Authorized Devices. You agree not to provide or transfer Your Server Token to any other entity or share it with any other entity, excluding Your Third Party Service Providers. You agree to take appropriate measures to safeguard the security and privacy of such Server Token and to revoke it if it has been compromised or You have reason to believe it has been compromised. Apple reserves the right to revoke or disable Server Tokens at any time in its sole discretion. Further, You understand and agree that regenerating the Server Token will affect Your ability to use the Service until a new Server Token has been added to the MDM Server.
- F. **Storage Capacity; Limitations on Usage.** Exceeding any applicable or reasonable usage limitations, such as limitations on bandwidth or storage capacity (e.g., backup), is prohibited and may prevent You from using some of the features and functionality of the Service, accessing Content or using some, or all, of the Managed Apple IDs. In the event that Apple limits bandwidth or storage capacity available to You, it shall use commercially reasonable efforts to notify You via the Service or otherwise within ten (10) business days of doing so.
- G. **Submission of Content.** You are solely responsible for any Content You or Your End Users upload, download, post, email, transmit, store or otherwise make available through the use of the Service. You shall ensure that Your End Users have obtained all necessary third party permissions or licenses related to any such Content. You understand that by using the Service You may encounter Content that You or Your End Users find offensive, indecent, or objectionable, and that You may expose others to content that they may find objectionable. You understand and agree that Your use of the Service and any Content is solely at Your own risk.
- H. **Removal of Content.** You acknowledge that Apple is not responsible or liable for any Content provided by You or Your End Users. Apple has the right, but not an obligation, to determine whether Content is appropriate and in compliance with this Agreement, and may move and/or remove Content that violates the law or this Agreement at any time, without prior notice and in its sole discretion. In the event that Apple removes any Content, it shall use commercially reasonable efforts to notify You.
- I. **Bundled Service.** All features and functionalities of the Service are provided as part of a bundle and may not be separated from the bundle and used as standalone applications. Apple Software provided with a particular Apple-branded hardware product may not run on other models of Apple-branded hardware.
- J. **Links and Other Third Party Materials.** Certain Content, components or features of the Service

may include materials from third parties and/or hyperlinks to other web sites, resources or content. You acknowledge and agree that Apple is not responsible for the availability of such third party sites or resources, and shall not be liable or responsible for any content, advertising, products or materials on or available from such sites or resources used by You or Your End Users.

**K. iTunes; Purchasing Apps and Books.**

- i. **Acquisition of Content.** Acquisition of Content from the iTunes Store, App Store or iBooks Store using Managed Apple IDs is automatically disabled. You may choose to enable Your Administrators or teachers and staff to access such Content by granting them purchasing authority and allowing them to access the Volume Purchase Program to purchase Apps and Books for use on the Service. Your use of the iTunes Store, App Store, and/or iBooks Store is subject to sections G and H of the iTunes terms and conditions (<http://www.apple.com/legal/internet-services/itunes/at/terms.html>), as applicable. You agree that You have the authority to and will accept such applicable terms on behalf of Your Authorized End Users.
- ii. **iTunes U Course Manager.** You are responsible for the use of the Course Manager feature by Your Institution's teachers and staff to create and administer courses as a part of the Service. You agree to obtain all necessary permissions on behalf of Your End Users for Content created or submitted through the Course Manager onto the Service.
- iii. **Volume Purchase Program.** Purchases You choose to transact through Apple's Volume Purchase Program (VPP) are subject to the VPP terms, and delivered to End Users or assigned to a device through the App Stores and/or the iBooks Store.

**L. Updates and Maintenance; Changes to Service.**

- i. **Updates and Maintenance.** Apple may, from time to time, update the software used by the Service. These updates could include bug fixes, feature enhancements or improvements, or entirely new versions of the Software. In some cases, such updates may be required to continue Your use of the Service or to access all features of the Service. Apple is not responsible for performance or security issues resulting from Your failure to support such updates. Apple shall, from time to time, be required to perform maintenance on the Service. While Apple is not obligated to notify You of any maintenance, Apple will use commercially reasonable efforts to notify You in advance of any scheduled maintenance.
- ii. **Changes to Service.** Apple shall have the right to revise or update the functionality and look of the Service from time to time in its sole discretion. You agree that Apple shall not be liable to You or any third party for any modification, suspension or termination of the Service. The Service, or any feature or part thereof, may not be available in all languages or in all countries, and Apple makes no representations that the Service, or any feature or part thereof, is appropriate or available for any use in any particular location.

**M. Other Agreements.** You acknowledge and agree that the terms and conditions of any sales, service or other agreement You may have with Apple are separate and apart from the terms and conditions of this Agreement. The terms and conditions of this Agreement govern the use of the Service and such terms are not diminished or otherwise affected by any other agreement You may have with Apple.

**N. Professional Services.** Any professional services relevant to the Service, such as consulting or development services that require any deliverables from Apple are subject to fees and a separate agreement between Apple and Institution.

**O. Electronic Delivery.** The Service and any Apple Software provided hereunder (unless such software is preinstalled on any Authorized Devices) will be delivered electronically.

**P. Fees and Taxes.** Your Institution will pay all taxes and duties payable, if any, based on its use of the Service, unless exempt by applicable law. You will provide Apple with proof of Your Institution's tax-exempt status, if any, upon Apple's request.

**5. OWNERSHIP AND RESTRICTIONS; COPYRIGHT NOTICE**

- A.** You retain all of Your ownership and intellectual property rights in Your Content and any pre-existing software applications owned by You as used or accessed in the Service. Apple and/or its licensors retain all ownership and intellectual property rights in: (1) the Service and derivative



works thereof, including, but not limited to, the graphics, the user interface, the scripts and the software used to implement the Service (the “Software”); (2) any Apple Software provided to You as part of and/or in connection with the Service, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist; and (3) anything developed or provided by or on behalf of Apple under this Agreement. No ownership of any technology or any intellectual property rights therein shall be transferred by this Agreement. If while using the Service You encounter Content You find inappropriate, or otherwise believe to be a violation of this Agreement, You may report it through: (<http://www.apple.com/support/business-education/contact/>). You further agree that:

- i. The Service (including the Apple Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright.
- ii. You will not, and will not cause or allow others to, use or make available to any third party such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement.
- iii. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.
- iv. You may not, and may not cause or allow others to, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Service.
- v. Apple, the Apple logo, iCloud, the iCloud logo, iTunes, the iTunes logo, and other Apple trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Apple Inc. in the United States and/or other countries. A list of Apple's trademarks can be found here: (<http://www.apple.com/legal/trademark/appletmlist.html>). Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that You shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.
- vi. During the Term of this Agreement, You grant Apple the right to use Your marks, solely in connection with Apple's exercise of its rights and performance of its obligations under this Agreement.
- vii. As part of the Service, You may gain access to Third Party Content. The third party owner or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are governed by and subject to the terms specified by such third party owner or provider.
- viii. You may not license, sell, rent, lease, assign, distribute, host or permit timesharing or service bureau use, or otherwise commercially exploit or make available the Service and/or any components thereof, to any third party, except as permitted under the terms of this Agreement.

You agree and acknowledge that if You violate the terms of the foregoing sentence, Apple shall bear no responsibility or liability for any damages or claims resulting from or in connection with Your actions, including but not limited to data privacy breaches.

- B.** By submitting or posting materials or Content using the Service: (i) You are representing that You are the owner of such material and/or have all necessary rights, licenses, and permission to distribute it; and (ii) You grant Apple a worldwide, royalty-free, non-exclusive, transferable license to use, distribute, reproduce, modify, publish, translate, perform and publicly display such Content on the Service solely for the purpose of Apple's performance of the Service, without any compensation or obligation to You. You understand that in order to provide the Service and make Your Content available thereon, Apple may transmit Your Content across various public networks, in various media, and alter Your Content to comply with technical requirements of connecting networks, devices or equipment. You agree that Apple has the right, but not the obligation, to take

any such actions under the license granted herein.

- C. You will be responsible for following Apple's guidelines and templates related to the design of any area of the Service, if such customization or design is permitted by Apple, including but not limited to, the area dedicated to iTunes U. In the event You or any of Your End Users do not comply with such guidelines and templates, Apple may instruct You to make necessary changes within a reasonable period of time.
- D. **Copyright Notice – DMCA.** If You believe that any Content in which You claim copyright has been infringed by anyone using the Service, please contact Apple's Copyright Agent as described in Apple's Copyright Policy at (<https://www.apple.com/legal/contact/>). Apple may, in its sole discretion, suspend and/or terminate accounts of End Users that are found to be infringers.

## 6. EULAS; DIAGNOSTICS AND USAGE DATA

- A. **EULA Terms and Conditions.** In order to use the Service, You and/or Your End Users will need to accept the End User License Agreement terms and conditions (EULA) for any Apple Software needed to use the Service and for any other Apple Software that You choose to use with the Service. In order to use the Service, Your authorized representative must accept the EULAs for the Apple Software on the relevant web portal prior to deploying Authorized Devices running such Apple Software to End Users. If the EULAs for the Apple Software have changed, Your authorized representative will need to return to the relevant web portal and accept such EULAs in order to continue using the Service. You acknowledge that You will not be able to use the Service, or any parts or features thereof, including associating additional Authorized Devices with Your MDM Server, until such EULAs have been accepted. You are responsible for ensuring that such EULAs are provided to Your End Users, and that each End User is aware of and complies with the terms and conditions of the EULAs for the Apple Software, and You agree to be responsible for obtaining any required consents for Your End Users' use of the Apple Software. You agree to monitor and be fully responsible for all Your End Users' use of the Apple Software provided under this Agreement. You acknowledge that the requirements and restrictions in this Agreement apply to Your use of Apple Software for the purposes of the Service regardless of whether such terms are included in the relevant EULA(s).
- B. **Analytics Data.** If any Analytics collection is enabled, You agree, and shall ensure that the applicable End Users agree, that Apple and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to, unique system or hardware identifiers, and information about Your devices, system and application software, and peripherals. This information is gathered periodically to provide and improve the Service, to facilitate the provision of software updates, product support and other features related to the Service, and to verify compliance with the terms of this Agreement (collectively, "Analytics"). You may change Your preferences for Analytics collection at any time by updating Your MDM settings, or on a device-by-device basis, in Settings. Apple may use such Analytics information for the purposes described above, as long as it is collected in a form that does not personally identify Your End Users.

## 7. TERM; TERMINATION; SUSPENSION; EFFECTS OF TERMINATION

- A. **Term.** This Agreement shall commence on the date You first accept this Agreement, and shall continue until terminated in accordance with this Agreement (the "Term").
- B. **Termination by Apple.** Apple may terminate this Agreement at any time and for any reason or no reason, provided Apple gives You thirty (30) days written notice. Further, Apple may at any time and without prior notice, immediately terminate or suspend all or a portion of Managed Apple IDs and/or access to the Service upon the occurrence of any of the following: (a) violations of this Agreement, including but not limited to, Section 4A. ("Use Restrictions"), or any other policies or guidelines that are referenced herein and/or posted on the Service;; (b) a request and/or order from law enforcement, a judicial body, or other government agency; (c) where provision of the Service to You is or may become unlawful; (d) unexpected technical or security issues or problems; (e) Your participation in fraudulent or illegal activities; or (f) failure to pay fees, if any,

owed by You in relation to the Service if you fail to cure such failure within thirty (30) days of being notified in writing of the requirement to do so. Apple may terminate or suspend the Service in its sole discretion, and Apple will not be responsible to You or any third party for any damages that may result or arise out of such termination or suspension.

- C. Termination by You.** You may stop using the Service at any time. If You delete any Managed Apple IDs, You and the applicable End User(s) will not have access to the Service. This action may not be reversible.
- D. Effects of Termination.** If this Agreement terminates or expires, then the rights granted to one party by the other will cease immediately, subject to Section 11L (Survival of Terms) of this Agreement.

## **8. INDEMNIFICATION**

To the extent permitted by applicable law, You agree to indemnify, hold harmless, and upon Apple's request, defend Apple, its directors, officers, employees, shareholders, contractors and agents (each an "Apple Indemnified Party") from any and all claims, liabilities, actions, damages, demands, settlements, expenses, fees, costs, and losses of any type, including without limitation attorneys' fees and court costs (collectively, "Losses"), incurred by an Apple Indemnified Party and arising from or related to: (a) any Content You and/or Your End Users submit, post, transmit, or otherwise make available through the Service; (b) Your and/or Your End Users' actual or alleged breach of, or failure to adhere to, any certification, covenant, obligation, representation or warranty in this Agreement; or (c) Your and/or Your End Users' violation of any rights of another, or any laws, rules and regulations. You acknowledge that the Service is not intended for use in situations in which errors or inaccuracies in the content, functionality, services, data or information provided by the Service or Apple Software, or the failure of the Service or Apple Software, 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 by You or Your End Users. This obligation shall survive the termination or expiration of this Agreement and/or Your use of the Service.

In no event may You enter into any agreement with a third party that affects Apple's rights or binds Apple in any way, without the prior written consent of Apple, and You may not publicize any such agreement without Apple's prior written consent.

## **9. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, APPLE SOFTWARE, AND ANY ASSOCIATED CONTENT, FEATURE, FUNCTIONALITY, OR MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. APPLE AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, "APPLE" FOR THE PURPOSES OF SECTIONS 9 AND 10 HEREIN) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, APPLE MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE, OR FREE FROM ERRORS, LOSS, CORRUPTION, ATTACK, VIRUSES, OR HACKING; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

YOU AGREE THAT FROM TIME TO TIME APPLE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE

OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

**10. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY DIRECT, PERSONAL INJURY, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, LOSS OF GOODWILL, FAILURE TO TRANSMIT OR RECEIVE ANY DATA (INCLUDING WITHOUT LIMITATION, COURSE INSTRUCTIONS, ASSIGNMENTS AND MATERIALS), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION, ANY OTHER TANGIBLE OR INTANGIBLE DAMAGES OR LOSSES (EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RELATED TO OR RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE, APPLE SOFTWARE, ANY FEATURES, FUNCTIONALITY, CONTENT, MATERIALS, OR THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE SERVICE; (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF THE SERVICE, YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

**11. MISCELLANEOUS**

- A. Relationship of the Parties.** This Agreement will not be construed as creating any agency relationship, or a partnership, joint venture, fiduciary duty, or any other form of legal association between You and Apple, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. Except as otherwise expressly provided in this Agreement, this Agreement is not for the benefit of any third parties.
- B. Waiver; Assignment.** No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing and signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This Agreement may not be assigned by You in whole or in part. Any assignment shall be null and void.
- C. Verification.** To the extent permitted by applicable law, Apple may verify Your use of the Service (via remote software tools or otherwise) to assess compliance with the terms of this Agreement. You agree to cooperate with Apple in this verification process and provide reasonable assistance and access to relevant information. Any such verification shall not unreasonably interfere with Your normal business operations, and You agree that Apple shall not be responsible for any cost or expense You incur in cooperating with the verification process.
- D. Export Control.** Use of the Service and Software, including transferring, posting, or uploading data, software or other Content via the Service, may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, but without limitation, the 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 Software or Service, 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

Software or Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You further agree not to upload to your Account any data or software that is: (a) subject to International Traffic in Arms Regulations; or (b) that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software and source code, without first obtaining that authorization. This assurance and commitment shall survive termination of this Agreement.

- E. Compliance with Laws.** Institution shall, and shall ensure that all Institution employees, contractors and agents shall, comply with all laws, rules and regulations applicable to the use of the Service, including but not limited to, those enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and any corresponding laws of all countries where business will be conducted or services performed pursuant to this Agreement.
- F. Federal Government End Users.** The Service, Apple Software, and related 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.
- G. Attorneys’ Fees.** To the extent not prohibited by applicable law, if any action or proceeding, whether regulatory, administrative, at law or in equity is commenced or instituted to enforce or interpret any of the terms or provisions of this Agreement (excluding any mediation required under this Agreement), the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys’ fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing party may be entitled. As used herein, “prevailing party” includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.
- H. Governing Law.** If Your Institution is a U.S. public and accredited educational institution, then this Agreement will be governed and construed in accordance with the laws of the state in which Your Institution is domiciled, except that body of law concerning conflicts of law. You and Apple hereby consent to the personal jurisdiction and exclusive venue of the federal courts within the Northern District of California for any litigation or other dispute resolution between You and Apple, unless such consent is expressly prohibited by the laws of the state in which Your educational institution is domiciled.

For all other institutions domiciled in the United States or subject to United States law under this Agreement, this Agreement will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. The parties further submit to and waive any objections to the personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, or any other forum in Santa Clara County, for any litigation arising out of this Agreement.

If Your Institution is located outside of the United States, the governing law and forum shall be the law and courts of the country of domicile of the Apple entity providing the Service to You as defined in Section 11N below.

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.

- I. Publicity.** Unless otherwise agreed in a written agreement between You and Apple, You may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship with Apple without Apple's express prior written approval, which may be withheld at Apple's discretion.
- J. Notice.** Except as otherwise provided in this Agreement, any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by U.S. Postal Service, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to: Legal Department, Apple School Manager, Apple Inc., One Apple Park Way, MS 169-5MAL, Cupertino, California 95014 U.S.A., with a courtesy copy sent via e-mail through: (<http://www.apple.com/support/business-education/contact/>). Either party may change its address for notice by notifying the other party in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements.
- K. Force Majeure.** Neither party shall be responsible for failure or delay of performance that is caused by an act of war, hostility, terrorism, civil disobedience, fire, earthquake, act of God, natural disaster, accident, pandemic, labor unrest, government limitations (including the denial or cancelation of any export/import or other license), or other event outside the reasonable control of the obligated party; provided that within five (5) business days of discovery of the force majeure event, such party provides the other with a written notice. Both parties will use reasonable efforts to mitigate the effects of a force majeure event. In the event of such force majeure event, the time for performance or cure will be extended for a period equal to the duration of the force majeure event, but in no event more than thirty (30) days. This Section does not excuse either party's obligation to institute and comply with reasonable disaster recovery procedures.
- L. Survival of Terms.** All terms and provisions of this Agreement, including any and all addenda and amendments hereto, which by their nature are intended to survive any termination or expiration of this Agreement, shall so survive.
- M. Complete Understanding; Severability; Changes to the Agreement.** This Agreement constitutes the entire agreement between You and Apple regarding Your use of the Service, governs Your use of the Service and completely replaces any prior agreements between You and Apple in relation to the Service. You may also be subject to additional terms and conditions that may apply when You use affiliate services, third-party content, or third-party software. Unless specified otherwise in this Agreement as related to the Service, nothing in this Agreement supersedes the EULAs for the Apple Software. This Agreement may be modified only to the extent expressly permitted by this Agreement (for example, by Apple upon notice to You). In the event that You refuse to accept such changes, Apple will have the right to terminate this Agreement and Your account. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Apple to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any translation of this Agreement is done for local requirements and in the event of a conflict between the English and any non-English version, the English version of this Agreement shall govern.
- N. Definitions.** In this Agreement, unless expressly stated otherwise:

"Administrator" means an employee or contractor (or service provider) of Institution who is an authorized representative acting on behalf of Institution for the purposes of account management, including but not limited to, administering servers, uploading MDM provisioning settings and adding devices to Institution accounts, creating and managing Managed Apple IDs, and other tasks relevant to administering the Service, in compliance with the terms of this Agreement.

"Apple" as used herein means\*:

- Apple Canada Inc., located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada for users in Canada or its territories and possessions;
- iTunes K.K., located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Tokyo for users in Japan;
- Apple Pty Limited, located at Level 2, 20 Martin Place, Sydney NSW 2000, Australia, for users in Australia, New Zealand, including island possessions, territories, and affiliated jurisdictions;
- Apple Distribution International, located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for users in the European Economic Area and Switzerland; and
- Apple Inc., located at One Apple Park Way, Cupertino, California, 95014, United States, for all other users.

“Apple Personnel” means Apple’s employees, agents and/or contractors.

“Apple Software” means iOS, macOS, iTunes, iTunes U, Schoolwork, and tvOS , and any successor versions thereof.

“Authorized Devices” means Apple-branded hardware that are owned or controlled by You (or which Your End Users personally own (e.g. “BYOD devices)), that have been designated for use only by End Users and that meet the applicable technical specifications and requirements for use in the Service. Notwithstanding the foregoing, BYOD devices are not permitted to be enrolled in supervised device management by You as part of the Service and may not be added to Your Account.

"Content" means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials including Personal Data.

“End User(s)” means those Institution employees, contractors (or Third Party Service Providers), Administrators, and/or students, as applicable, authorized by or on behalf of Institution to use the Service in accordance with this Agreement.

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

“European Data Protection Legislation” means, as applicable: (a) the GDPR; and/or (b) the Federal Data Protection Act of 19 June 1992 (Switzerland), as amended or replaced.

“GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC.

“ISO 27001 Certification” means an ISO/IEC 27001:2013 certification or a comparable certification that covers the Services.

“ISO 27018 Certification” means an ISO/IEC 27018:2014 certification or a comparable certification that covers the Services.

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

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

“Personal Data” means data that can be reasonably used to identify an individual that is under the control of the Institution under this Agreement. Personal Data may relate to students, teachers and employees of Your Institution, and includes account details, name and surname. Personal Data may also include student progress data if the collection of student progress data created during the course of educational activities is enabled by an Institution in Apple School Manager, and any other information created directly by a student’s use of the Services or as expressly set forth under applicable law.

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

“Service” means the Apple School Manager service (and any components, functionality and features thereof) for an Institution’s management of Authorized Devices, Content, and Authorized End Users’ access and use through Apple’s web portal and other Apple websites and services, such as iCloud, as made available by Apple to Institution pursuant to this Agreement.

“Third Party Content” means all data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials, in any format, that are obtained or derived from third party sources other than Apple and made available to You through, within, or in conjunction with Your use of the Service.

“Third Party Service Provider” means a third party who provides a service to You in accordance with the terms of this Agreement.

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

“Your Content” means all data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials, (including Personal Data as defined above), in any format, provided by You or on behalf of Your End Users, which Content resides in, or runs on or through, the Service.

Rev. 05/18/2018

## **EXHIBIT A**

### **Managed Apple IDs for Students**

#### **Disclosure on Collection and Use of Information**

#### **Managed Apple ID**

With the Managed Apple ID an Institution creates, students will be able to take advantage of the Apple services that are available with a Managed Apple ID for educational purposes including ClassKit enabled apps, iCloud, iTunes U and Schoolwork. In addition, students can use a limited number of Apple services that You choose to make available for educational purposes. For example, such optional services can include:

- Making and receiving FaceTime video and voice calls
- Creating and sharing photos, documents, videos, audio messages, and messages using Camera, Photos, iPhoto, iCloud Photo Sharing, Messages, Mail, iWork and other Apple apps
- Enrolling and participating in iTunes U courses
- Interacting with the Classroom App, an app offered by Apple which allows teachers and



Administrators to guide students through lessons and view their device screens

- Saving contacts, calendar events, notes, reminders, photos, documents and backups to iCloud
- Accessing and searching the internet and internet resources through Safari and Spotlight
- Recording and viewing student progress data if the student progress feature is enabled in Apple

School Manager

- Using Schoolwork to receive web links, documents, or activities within an application

### **Creating Your Students' Managed Apple ID**

You acknowledge that You are responsible for obtaining all necessary rights and consents from each student, and/or, where necessary, each student's parent or legal guardian, to create Managed Apple IDs, to allow Apple to provide the Service using the Managed Apple IDs, and to use and maintain student data provided by You or Your End Users to Apple through the Service.

Apple may take additional steps to verify that the person granting permission for the creation of Managed Apple IDs for Your students is an official from Your school with authority to provide consent for the relevant students.

Apple will not knowingly collect, use, or disclose any Personal Data from Your students without appropriate consent. Where local law places requirements on You for verifiable consent and/or requires You to inform students and/or parents of such collection, use or disclosure, it will be Your responsibility to comply with those requirements. Your students will be able to use their Managed Apple IDs to access those Apple features and services You choose to make available to Your End Users for educational purposes.

### **Collection of Information**

In addition to the information outlines above that Apple may collect if You enable one or more of the optional services set forth above, the following information is needed to create a Managed Apple ID for use by a student: student's name, grade level, class, and student ID. At Your option, You may also provide Your student's email address. In order to protect the security of Your students' accounts and preserve Your ability to easily reset students' passwords online, You should keep this information confidential.

In Schoolwork, Apple collects information about a Managed Apple ID's usage of the app, such as the number of times an assignment is sent or work is submitted together with device related information. We may also use non-personally identifiable information to report to you on the usage of Schoolwork in your school. The information collected will only be used by Apple to improve the quality and performance of Schoolwork.

In order to provide and improve the Service for educational purposes, Apple may collect other information that in some cases has been defined under COPPA, GDPR or other applicable laws as Personal Data, such as device identifiers, cookies, IP addresses, granular geographic locations, and time zones, together with other identifying information where Apple devices are being used.

### **Use of Information**

Apple's Privacy Policy is available at <http://www.apple.com/privacy/>, and, to the extent consistent with this Disclosure and Section 3 of this Agreement, is incorporated herein by reference. **If there is a conflict between Apple's Privacy Policy and this Disclosure and Section 3 of this Agreement, the terms of this Disclosure and Section 3 of this Agreement shall take precedence** as relevant to the Service available via a Managed Apple ID.

Apple may use students' Personal Data provided to Apple by You or Your End Users in connection with the Service in order to provide and improve the Service for educational purposes. Apple may use device identifiers, cookies, or IP addresses to conduct analytics in a non-personally identifiable form to improve our relevant products, content, and services, and for security and account management purposes. Apple

will not use students' Personal Data to help create, develop, operate, deliver or improve advertising.

In addition, Apple may use, transfer, and disclose non-personal data (data that does not, on its own, permit direct association with Your students' identities) for any purpose. Aggregated data is considered non-personal data. Where You have enabled Analytics data collection on a device, Apple will receive non-personally-identifiable information such as crash data and statistics about how the device uses apps.

Limit Ad Tracking will be enabled by default for all devices associated with Your Managed Apple IDs created through the Service to ensure they do not receive targeted advertising. However, non-targeted advertising may still be received on those devices, as determined by any third party apps that You may download.

## **Disclosure to Third Parties**

### **Managed Apple IDs**

Subject to the restrictions You set, Your students may also share information with Your other students and instructors through use of the following: Apple School Manager, ClassKit enabled apps, iWork, iCloud Photo Sharing, the Classroom App, the Schoolwork App, and shared calendars and reminders.

Additionally, if Your student uses his or her Managed Apple ID to sign in on a device that is owned by a third party (such as a friend's iPod or a parent's iPad), information associated with that student's Managed Apple ID account may be visible or accessible to others using the device unless and until the student signs out.

### **Service Providers**

Apple may provide Personal Data to service providers who provide services to Apple in connection with Apple's operation of the Service, such as information processing, fulfilling customer orders, delivering products to You or Your students, managing and enhancing customer data, and providing customer service ("Sub-processors"). You authorize the use of Apple Inc. as Sub-processor and any other Sub-processors that Apple may use, provided such Sub-processors are bound by contract to treat such data in no less a protective way than Apple has undertaken to treat such data under this Agreement, and will not use such data for any purpose beyond that specified herein. A list of such Sub-processors will be available upon request. Where a Sub-processor fails to fulfill its data protection obligations under this Agreement, Apple shall remain fully liable to You for the performance of that Sub-processor's obligations.

### **Others**

Apple may also disclose Personal Data about You or Your students if Apple determines that disclosure is reasonably necessary to enforce Apple's terms and conditions or protect Apple's operations or users. Additionally, in the event of a reorganization, merger, or sale Apple may transfer any and all Personal Data You provide to the relevant party.

### **Access, Correction, and Deletion**

Apple provides You with the ability to access, correct, or delete data associated with Your students' Managed Apple IDs. You can delete data associated with Your Managed Apple IDs through the administrator web portal in Apple School Manager. Please contact us here: [www.apple.com/privacy/contact/](https://www.apple.com/privacy/contact/).

### **Parent/Guardian Review and Deletion of Information**

The parents or guardians of Managed Apple ID End Users in Primary/Secondary (K-12) schools can contact the school administrator to access their child's personal information or request deletion. If a parent or guardian wishes to stop any further collection of their child's information, the parent or

guardian can request that the administrator use the Service controls available to limit their child's access to certain features, or delete the child's account entirely.

PLEASE NOTE: THIS DISCLOSURE DOES NOT APPLY TO THE DATA COLLECTION PRACTICES OF ANY THIRD PARTY APPS. PRIOR TO PURCHASE OR DOWNLOAD OF THIRD PARTY APPS AVAILABLE TO A STUDENT WITH A MANAGED APPLE ID, YOU SHOULD REVIEW THE TERMS, POLICIES, AND PRACTICES OF SUCH THIRD PARTY APPS.

**Standardvertragsklauseln (Auftragsverarbeiter)**

gemäß Artikel 26 Absatz 2 der Richtlinie 95/46/EG für die Übermittlung personenbezogener Daten an Auftragsverarbeiter, die in Drittländern niedergelassen sind, in denen kein angemessenes Schutzniveau gewährleistet ist

Bezeichnung der Organisation (Datenexporteur):

**Institution**

(„Datenexporteur“)

und

Bezeichnung der Organisation (Datenimporteur): **Apple Inc.**

Anschrift: **1 Infinite Loop, Cupertino, CA 95014, Vereinigte Staaten von Amerika**

(„Datenimporteur“)

(die „Partei“, wenn eine dieser Organisationen gemeint ist, die „Parteien“, wenn beide gemeint sind)

VEREINBAREN folgende Vertragsklauseln („Klauseln“), um angemessene Garantien hinsichtlich des Schutzes der Privatsphäre, der Grundrechte und der Grundfreiheiten von Personen bei der Übermittlung der in Anhang I zu diesen Vertragsklauseln spezifizierten personenbezogenen Daten vom Datenexporteur an den Datenimporteur zu bieten.

*Klausel 1*

**Begriffsbestimmungen**

Im Rahmen der Vertragsklauseln gelten folgende Begriffsbestimmungen:

- a) die Ausdrücke „*personenbezogene Daten*“, „*besondere Kategorien personenbezogener Daten*“, „*Verarbeitung*“, „*für die Verarbeitung Verantwortlicher*“, „*Auftragsverarbeiter*“, „*betroffene Person*“ und „*Kontrollstelle*“ entsprechen den Begriffsbestimmungen der Richtlinie 95/46/EG des Europäischen Parlaments und des Rates vom 24. Oktober 1995 zum Schutz natürlicher Personen bei der Verarbeitung personenbezogener Daten und zum freien Datenverkehr;
- b) der „*Datenexporteur*“ ist der für die Verarbeitung Verantwortliche, der die personenbezogenen Daten übermittelt;
- c) der „*Datenimporteur*“ ist der Auftragsverarbeiter, der

**Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

**Institution**

(the data exporter)

And

Name of the data importing organisation: **Apple Inc.**

Address: of **1 Infinite Loop, Cupertino, CA 95014, United States of America**

(the data importer)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

*Clause 1*

**Definitions**

For the purposes of the Clauses:

- (a) ‘*personal data*’, ‘*special categories of data*’, ‘*process/processing*’, ‘*controller*’, ‘*processor*’, ‘*data subject*’ and ‘*supervisory authority*’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) ‘*the data exporter*’ means the controller who transfers the personal data;
- (c) ‘*the data importer*’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance



sich bereit erklärt, vom Datenexporteur personenbezogene Daten entgegenzunehmen und sie nach der Übermittlung nach dessen Anweisungen und den Bestimmungen der Klauseln in dessen Auftrag zu verarbeiten und der nicht einem System eines Drittlandes unterliegt, das angemessenen Schutz im Sinne von Artikel 25 Absatz 1 der Richtlinie 95/46/EG gewährleistet;

- d) der „Unterauftragsverarbeiter“ ist der Auftragsverarbeiter, der im Auftrag des Datenimporteurs oder eines anderen Unterauftragsverarbeiters des Datenimporteurs tätig ist und sich bereit erklärt, vom Datenimporteur oder von einem anderen Unterauftragsverarbeiter des Datenimporteurs personenbezogene Daten ausschließlich zu dem Zweck entgegenzunehmen, diese nach der Übermittlung im Auftrag des Datenexporteurs nach dessen Anweisungen, den Klauseln und den Bestimmungen des schriftlichen Unterauftrags zu verarbeiten;
- e) der Begriff „anwendbares Datenschutzrecht“ bezeichnet die Vorschriften zum Schutz der Grundrechte und Grundfreiheiten der Personen, insbesondere des Rechts auf Schutz der Privatsphäre bei der Verarbeitung personenbezogener Daten, die in dem Mitgliedstaat, in dem der Datenexporteur niedergelassen ist, auf den für die Verarbeitung Verantwortlichen anzuwenden sind;
- f) die „technischen und organisatorischen Sicherheitsmaßnahmen“ sind die Maßnahmen, die personenbezogene Daten vor der zufälligen oder unrechtmäßigen Zerstörung, dem zufälligen Verlust, der Änderung, der unberechtigten Weitergabe oder dem unberechtigten Zugang, insbesondere wenn die Verarbeitung die Übermittlung der Daten über ein Netzwerk umfasst, und vor jeder anderen Form der unrechtmäßigen Verarbeitung schützen sollen.

#### Klausel 2

##### Einzelheiten der Übermittlung

Die Einzelheiten der Übermittlung, insbesondere die besonderen Kategorien personenbezogener Daten, sofern vorhanden, werden in Anhang 1 erläutert, der Bestandteil dieser Klauseln ist.

#### Klausel 3

##### Drittbegünstigtenklausel

1. Die betroffenen Personen können diese Klausel sowie Klausel 4 Buchstaben b bis i, Klausel 5 Buchstaben a bis e und g bis j, Klausel 6 Absätze 1 und 2, Klausel 7, Klausel 8 Absatz 2 sowie die Klauseln 9 bis 12 gegenüber dem Datenexporteur als Drittbegünstigte geltend machen.
2. Die betroffene Person kann diese Klausel, Klausel 5 Buchstaben a bis e und g, die Klauseln 6 und 7, Klausel 8 Absatz 2 sowie die Klauseln 9 bis 12 gegenüber dem Datenimporteur geltend machen, wenn das Unternehmen des Datenexporteurs faktisch oder rechtlich nicht mehr

with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

- (d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

#### Clause 2

##### Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

#### Clause 3

##### Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the



- besteht, es sei denn, ein Rechtsnachfolger hat durch einen Vertrag oder kraft Gesetzes sämtliche rechtlichen Pflichten des Datenexporteurs übernommen; in letzterem Fall kann die betroffene Person die Klauseln gegenüber dem Rechtsnachfolger als Träger sämtlicher Rechte und Pflichten des Datenexporteurs geltend machen.
3. Die betroffene Person kann diese Klausel, Klausel 5 Buchstaben a bis e und g, die Klauseln 6 und 7, Klausel 8 Absatz 2 sowie die Klauseln 9 bis 12 gegenüber dem Unterauftragsverarbeiter geltend machen, wenn sowohl das Unternehmen des Datenexporteurs als auch das des Datenimporteurs faktisch oder rechtlich nicht mehr bestehen oder zahlungsunfähig sind, es sei denn, ein Rechtsnachfolger hat durch einen Vertrag oder kraft Gesetzes sämtliche rechtlichen Pflichten des Datenexporteurs übernommen; in letzterem Fall kann die betroffene Person die Klauseln gegenüber dem Rechtsnachfolger als Träger sämtlicher Rechte und Pflichten des Datenexporteurs geltend machen. Eine solche Haftpflicht des Unterauftragsverarbeiters ist auf dessen Verarbeitungstätigkeiten nach den Klauseln beschränkt.
4. Die Parteien haben keine Einwände dagegen, dass die betroffene Person, sofern sie dies ausdrücklich wünscht und das nationale Recht dies zulässt, durch eine Vereinigung oder sonstige Einrichtung vertreten wird.

#### *Klausel 4*

#### ***Pflichten des Datenexporteurs***

Der Datenexporteur erklärt sich bereit und garantiert, dass:

- a) die Verarbeitung der personenbezogenen Daten einschließlich der Übermittlung entsprechend den einschlägigen Bestimmungen des anwendbaren Datenschutzrechts durchgeführt wurde und auch weiterhin so durchgeführt wird (und gegebenenfalls den zuständigen Behörden des Mitgliedstaats mitgeteilt wurde, in dem der Datenexporteur niedergelassen ist) und nicht gegen die einschlägigen Vorschriften dieses Staates verstößt;
- b) er den Datenimporteure angewiesen hat und während der gesamten Dauer der Datenverarbeitungsdienste anweisen wird, die übermittelten personenbezogenen Daten nur im Auftrag des Datenexporteurs und in Übereinstimmung mit dem anwendbaren Datenschutzrecht und den Klauseln zu verarbeiten;
- c) der Datenimporteure hinreichende Garantien bietet in Bezug auf die in Anhang 2 zu diesem Vertrag beschriebenen technischen und organisatorischen Sicherheitsmaßnahmen;
- d) die Sicherheitsmaßnahmen unter Berücksichtigung der Anforderungen des anwendbaren Datenschutzrechts, des Standes der Technik, der bei ihrer Durchführung entstehenden Kosten, der von der Verarbeitung ausgehenden Risiken und der Art der zu schützenden Daten hinreichend gewährleisten, dass personenbezogene Daten vor der zufälligen oder unrechtmäßigen Zerstörung, dem zufälligen Verlust, der Änderung, der unberechtigten Weitergabe oder dem unberechtigten

entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

#### *Clause 4*

#### ***Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their



<p>Zugang, insbesondere wenn die Verarbeitung die Übermittlung der Daten über ein Netzwerk umfasst, und vor jeder anderen Form der unrechtmäßigen Verarbeitung geschützt sind;</p> <p>e) er für die Einhaltung dieser Sicherheitsmaßnahmen sorgt;</p> <p>f) die betroffene Person bei der Übermittlung besonderer Datenkategorien vor oder sobald wie möglich nach der Übermittlung davon in Kenntnis gesetzt worden ist oder gesetzt wird, dass ihre Daten in ein Drittland übermittelt werden könnten, das kein angemessenes Schutzniveau im Sinne der Richtlinie 95/46/EG bietet;</p> <p>g) er die gemäß Klausel 5 Buchstabe b sowie Klausel 8 Absatz 3 vom Datenimporteur oder von einem Unterauftragsverarbeiter erhaltene Mitteilung an die Kontrollstelle weiterleitet, wenn der Datenexporteur beschließt, die Übermittlung fortzusetzen oder die Aussetzung aufzuheben;</p> <p>h) er den betroffenen Personen auf Anfrage eine Kopie der Klauseln mit Ausnahme von Anhang 2 sowie eine allgemeine Beschreibung der Sicherheitsmaßnahmen zur Verfügung stellt; außerdem stellt er ihnen gegebenenfalls die Kopie des Vertrags über Datenverarbeitungsdienste zur Verfügung, der gemäß den Klauseln an einen Unterauftragsverarbeiter vergeben wurde, es sei denn, die Klauseln oder der Vertrag enthalten Geschäftsinformationen; in diesem Fall können solche Geschäftsinformationen herausgenommen werden;</p> <p>i) bei der Vergabe eines Verarbeitungsauftrags an einen Unterauftragsverarbeiter die Verarbeitung gemäß Klausel 11 erfolgt und die personenbezogenen Daten und die Rechte der betroffenen Person mindestens ebenso geschützt sind, wie vom Datenimporteur nach diesen Klauseln verlangt; und</p> <p>j) er für die Einhaltung der Klausel 4 Buchstaben a bis i sorgt.</p>	<p>implementation;</p> <p>(e) that it will ensure compliance with the security measures;</p> <p>(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;</p> <p>(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;</p> <p>(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;</p> <p>(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and</p> <p>(j) that it will ensure compliance with Clause 4(a) to (i).</p>
<p style="text-align: center;"><i>Klausel 5</i></p> <p style="text-align: center;"><b><i>Pflichten des Datenimporteurs</i></b></p> <p>Der Datenimporteur erklärt sich bereit und garantiert, dass:</p> <p>a) er die personenbezogenen Daten nur im Auftrag des Datenexporteurs und in Übereinstimmung mit dessen Anweisungen und den vorliegenden Klauseln verarbeitet; dass er sich, falls er dies aus irgendwelchen Gründen nicht einhalten kann, bereit erklärt, den Datenexporteur unverzüglich davon in Kenntnis zu setzen, der unter diesen Umständen berechtigt ist, die Datenübermittlung auszusetzen und/oder vom Vertrag zurückzutreten;</p> <p>b) er seines Wissens keinen Gesetzen unterliegt, die ihm die Befolgung der Anweisungen des Datenexporteurs und die Einhaltung seiner vertraglichen Pflichten unmöglich machen, und eine Gesetzesänderung, die sich voraussichtlich sehr nachteilig auf die Garantien und Pflichten auswirkt, die die Klauseln bieten sollen, dem Datenexporteur mitteilen wird, sobald er von einer solchen Änderung Kenntnis erhält; unter diesen Umständen ist der Datenexporteur berechtigt, die</p>	<p style="text-align: center;"><i>Clause 5</i></p> <p style="text-align: center;"><b><i>Obligations of the data importer</i></b></p> <p>The data importer agrees and warrants:</p> <p>(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;</p> <p>(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the</p>



	Datenübermittlung auszusetzen und/oder vom Vertrag zurückzutreten;		contract;
c)	er vor der Verarbeitung der übermittelten personenbezogenen Daten die in Anhang 2 beschriebenen technischen und organisatorischen Sicherheitsmaßnahmen ergriffen hat;	(c)	that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
d)	er den Datenexporteur unverzüglich informiert über <ul style="list-style-type: none"> <li>i) alle rechtlich bindenden Aufforderungen einer Vollstreckungsbehörde zur Weitergabe der personenbezogenen Daten, es sei denn, dies wäre anderweitig untersagt, beispielsweise durch ein strafrechtliches Verbot zur Wahrung des Untersuchungsgeheimnisses bei strafrechtlichen Ermittlungen;</li> <li>ii) jeden zufälligen oder unberechtigten Zugang und</li> <li>iii) alle Anfragen, die direkt von den betroffenen Personen an ihn gerichtet werden, ohne diese zu beantworten, es sei denn, er wäre anderweitig dazu berechtigt;</li> </ul>	(d)	that it will promptly notify the data exporter about: <ul style="list-style-type: none"> <li>(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,</li> <li>(ii) any accidental or unauthorised access, and</li> <li>(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;</li> </ul>
e)	er alle Anfragen des Datenexporteurs im Zusammenhang mit der Verarbeitung der übermittelten personenbezogenen Daten durch den Datenexporteur unverzüglich und ordnungsgemäß bearbeitet und die Ratschläge der Kontrollstelle im Hinblick auf die Verarbeitung der übermittelten Daten befolgt;	(e)	to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
f)	er auf Verlangen des Datenexporteurs seine für die Verarbeitung erforderlichen Datenverarbeitungseinrichtungen zur Prüfung der unter die Klauseln fallenden Verarbeitungstätigkeiten zur Verfügung stellt. Die Prüfung kann vom Datenexporteur oder einem vom Datenexporteur ggf. in Absprache mit der Kontrollstelle ausgewählten Prüfungsgremium durchgeführt werden, dessen Mitglieder unabhängig sind, über die erforderlichen Qualifikationen verfügen und zur Vertraulichkeit verpflichtet sind;	(f)	at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
g)	er den betroffenen Personen auf Anfrage eine Kopie der Klauseln und gegebenenfalls einen bestehenden Vertrag über die Vergabe eines Verarbeitungsauftrags an einen Unterauftragsverarbeiter zur Verfügung stellt, es sei denn, die Klauseln oder der Vertrag enthalten Geschäftsinformationen; in diesem Fall können solche Geschäftsinformationen herausgenommen werden; Anhang 2 wird durch eine allgemeine Beschreibung der Sicherheitsmaßnahmen ersetzt, wenn die betroffene Person vom Datenexporteur keine solche Kopie erhalten kann;	(g)	to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
h)	er bei der Vergabe eines Verarbeitungsauftrags an einen Unterauftragsverarbeiter den Datenexporteur vorher benachrichtigt und seine vorherige schriftliche Einwilligung eingeholt hat;	(h)	that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
i)	der Unterauftragsverarbeiter die Datenverarbeitungsdienste in Übereinstimmung mit Klausel 11 erbringt;	(i)	that the processing services by the subprocessor will be carried out in accordance with Clause 11;
j)	er dem Datenexporteur unverzüglich eine Kopie des Unterauftrags über die Datenverarbeitung zuschickt, den er nach den Klauseln geschlossen hat.	(j)	to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6



## *Klausel 6*

### **Haftung**

1. Die Parteien vereinbaren, dass jede betroffene Person, die durch eine Verletzung der in Klausel 3 oder 11 genannten Pflichten durch eine Partei oder den Unterauftragsverarbeiter Schaden erlitten hat, berechtigt ist, vom Datenexporteur Schadenersatz für den erlittenen Schaden zu erlangen.
2. Ist die betroffene Person nicht in der Lage, gemäß Absatz 1 gegenüber dem Datenexporteur wegen Verstoßes des Datenimporteurs oder seines Unterauftragsverarbeiters gegen in den Klauseln 3 und 11 genannte Pflichten Schadenersatzansprüche geltend zu machen, weil das Unternehmen des Datenexporteurs faktisch oder rechtlich nicht mehr besteht oder zahlungsunfähig ist, ist der Datenimporteur damit einverstanden, dass die betroffene Person Ansprüche gegenüber ihm statt gegenüber dem Datenexporteur geltend macht, es sei denn, ein Rechtsnachfolger hat durch Vertrag oder kraft Gesetzes sämtliche rechtlichen Pflichten des Datenexporteurs übernommen; in diesem Fall kann die betroffene Person ihre Ansprüche gegenüber dem Rechtsnachfolger geltend machen.  
  
Der Datenimporteur kann sich seiner Haftung nicht entziehen, indem er sich auf die Verantwortung des Unterauftragsverarbeiters für einen Verstoß beruft.
3. Ist die betroffene Person nicht in der Lage, gemäß den Absätzen 1 und 2 gegenüber dem Datenexporteur oder dem Datenimporteur wegen Verstoßes des Unterauftragsverarbeiters gegen in den Klauseln 3 und 11 aufgeführte Pflichten Ansprüche geltend zu machen, weil sowohl das Unternehmen des Datenexporteurs als auch das des Datenimporteurs faktisch oder rechtlich nicht mehr bestehen oder zahlungsunfähig sind, ist der Unterauftragsverarbeiter damit einverstanden, dass die betroffene Person im Zusammenhang mit seinen Datenverarbeitungstätigkeiten aufgrund der Klauseln gegenüber ihm statt gegenüber dem Datenexporteur oder dem Datenimporteur einen Anspruch geltend machen kann, es sei denn, ein Rechtsnachfolger hat durch Vertrag oder kraft Gesetzes sämtliche rechtlichen Pflichten des Datenexporteurs oder des Datenimporteurs übernommen; in diesem Fall kann die betroffene Person ihre Ansprüche gegenüber dem Rechtsnachfolger geltend machen. Eine solche Haftung des Unterauftragsverarbeiters ist auf dessen Verarbeitungstätigkeiten nach diesen Klauseln beschränkt.

## *Klausel 7*

### **Schlichtungsverfahren und Gerichtsstand**

1. Für den Fall, dass eine betroffene Person gegenüber dem Datenimporteur Rechte als Drittbegünstigte und/oder Schadenersatzansprüche aufgrund der Vertragsklauseln geltend macht, erklärt sich der Datenimporteur bereit, die Entscheidung der betroffenen Person zu akzeptieren, und

## **Liability**

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.  
  
The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

## *Clause 7*

### **Mediation and jurisdiction**

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the



zwar entweder:

- a) die Angelegenheit in einem Schlichtungsverfahren durch eine unabhängige Person oder gegebenenfalls durch die Kontrollstelle beizulegen oder
- b) die Gerichte des Mitgliedstaats, in dem der Datenexporteur niedergelassen ist, mit dem Streitfall zu befassen.

2. Die Parteien vereinbaren, dass die Entscheidung der betroffenen Person nicht die materiellen Rechte oder Verfahrensrechte dieser Person, nach anderen Bestimmungen des nationalen oder internationalen Rechts Rechtsbehelfe einzulegen, berührt.

#### *Klausel 8*

##### ***Zusammenarbeit mit Kontrollstellen***

1. Der Datenexporteur erklärt sich bereit, eine Kopie dieses Vertrages bei der Kontrollstelle zu hinterlegen, wenn diese es verlangt oder das anwendbare Datenschutzrecht es so vorsieht.
2. Die Parteien vereinbaren, dass die Kontrollstelle befugt ist, den Datenimporteur und etwaige Unterauftragsverarbeiter im gleichen Maße und unter denselben Bedingungen einer Prüfung zu unterziehen, unter denen die Kontrollstelle gemäß dem anwendbaren Datenschutzrecht auch den Datenexporteur prüfen müsste.
3. Der Datenimporteur setzt den Datenexporteur unverzüglich über Rechtsvorschriften in Kenntnis, die für ihn oder etwaige Unterauftragsverarbeiter gelten und eine Prüfung des Datenimporteurs oder von Unterauftragsverarbeitern gemäß Absatz 2 verhindern. In diesem Fall ist der Datenexporteur berechtigt, die in Klausel 5 Buchstabe b vorgesehenen Maßnahmen zu ergreifen.

#### *Klausel 9*

##### ***Anwendbares Recht***

Für diese Klauseln gilt das Recht des Mitgliedstaates, in dem der Datenexporteur niedergelassen ist, nämlich Österreich.

#### *Klausel 10*

##### ***Änderung des Vertrags***

Die Parteien verpflichten sich, die Klauseln nicht zu verändern. Es steht den Parteien allerdings frei, erforderlichenfalls weitere, geschäftsbezogene Klauseln aufzunehmen, sofern diese nicht im Widerspruch zu der Klausel stehen.

supervisory authority;

- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

#### *Clause 8*

##### ***Cooperation with supervisory authorities***

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

#### *Clause 9*

##### ***Governing Law***

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely Austria.

#### *Clause 10*

##### ***Variation of the contract***

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.



## *Klausel 11*

### *Vergabe eines Unterauftrags*

1. Der Datenimporteur darf ohne die vorherige schriftliche Einwilligung des Datenexporteurs keinen nach den Klauseln auszuführenden Verarbeitungsauftrag dieses Datenexporteurs an einen Unterauftragnehmer vergeben. Vergibt der Datenimporteur mit Einwilligung des Datenexporteurs Unteraufträge, die den Pflichten der Klauseln unterliegen, ist dies nur im Wege einer schriftlichen Vereinbarung mit dem Unterauftragsverarbeiter möglich, die diesem die gleichen Pflichten auferlegt, die auch der Datenimporteur nach den Klauseln erfüllen muss<sup>1</sup>. Sollte der Unterauftragsverarbeiter seinen Datenschutzpflichten nach der schriftlichen Vereinbarung nicht nachkommen, bleibt der Datenimporteur gegenüber dem Datenexporteur für die Erfüllung der Pflichten des Unterauftragsverarbeiters nach der Vereinbarung uneingeschränkt verantwortlich.
2. Die vorherige schriftliche Vereinbarung zwischen dem Datenimporteur und dem Unterauftragsverarbeiter muss gemäß Klausel 3 auch eine Drittbegünstigtenklausel für Fälle enthalten, in denen die betroffene Person nicht in der Lage ist, einen Schadenersatzanspruch gemäß Klausel 6 Absatz 1 gegenüber dem Datenexporteur oder dem Datenimporteur geltend zu machen, weil diese faktisch oder rechtlich nicht mehr bestehen oder zahlungsunfähig sind und kein Rechtsnachfolger durch Vertrag oder kraft Gesetzes sämtliche rechtlichen Pflichten des Datenexporteurs oder des Datenimporteurs übernommen hat. Eine solche Haftpflicht des Unterauftragsverarbeiters ist auf dessen Verarbeitungstätigkeiten nach den Klauseln beschränkt.
3. Für Datenschutzbestimmungen im Zusammenhang mit der Vergabe von Unteraufträgen über die Datenverarbeitung gemäß Absatz 1 gilt das Recht des Mitgliedstaats, in dem der Datenexporteur niedergelassen ist, nämlich Österreich.
4. Der Datenexporteur führt ein mindestens einmal jährlich zu aktualisierendes Verzeichnis der mit Unterauftragsverarbeitern nach den Klauseln geschlossenen Vereinbarungen, die vom Datenimporteur nach Klausel 5 Buchstabe j übermittelt wurden. Das Verzeichnis wird der Kontrollstelle des Datenexporteurs bereitgestellt.

## *Klausel 12*

### *Pflichten nach Beendigung der Datenverarbeitungsdienste*

1. Die Parteien vereinbaren, dass der Datenimporteur und der Unterauftragsverarbeiter bei Beendigung der Datenverarbeitungsdienste je nach Wunsch des Datenexporteurs alle übermittelten personenbezogenen

## *Clause 11*

### *Subprocessing*

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely Austria.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

## *Clause 12*

### *Obligation after the termination of personal data processing services*

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data



Daten und deren Kopien an den Datenexporteur zurückschicken oder alle personenbezogenen Daten zerstören und dem Datenexporteur bescheinigen, dass dies erfolgt ist, sofern die Gesetzgebung, der der Datenimporteur unterliegt, diesem die Rückübermittlung oder Zerstörung sämtlicher oder Teile der übermittelten personenbezogenen Daten nicht untersagt. In diesem Fall garantiert der Datenimporteur, dass er die Vertraulichkeit der übermittelten personenbezogenen Daten gewährleistet und diese Daten nicht mehr aktiv weiterverarbeitet.

2. Der Datenimporteur und der Unterauftragsverarbeiter garantieren, dass sie auf Verlangen des Datenexporteurs und/oder der Kontrollstelle ihre Datenverarbeitungseinrichtungen zur Prüfung der in Absatz 1 genannten Maßnahmen zur Verfügung stellen.

**Für den Datenexporteur:**

Name:

Position:

Datum:

Unterschrift:

**Für den Datenimporteur:**

Name: Gene D. Levoff

Funktion: Assistant Secretary

Datum: 22-3-16

Unterschrift:

**ANHANG 1 ZU DEN STANDARDVERTRAGSKLAUSELN**

**Datenexporteur**

Der Datenexporteur bietet Ausbildungs-, Unterrichts- und Informationsdienstleistungen für Studenten bzw. Schüler und sonstige Mitglieder der Öffentlichkeit.

**Datenimporteur**

Der Datenimporteur stellt Informationssysteme und Technologiedienstleistungen bereit.

**Betroffene Personen**

importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

IN WITNESS WHEREOF, the Parties have caused the Clauses to be executed by their duly authorised representatives with effect as of the Effective Date.

**On behalf of the data exporter:**

Name:

Position:

Date:

Signature:

**On behalf of the data importer:**

Name: Gene D. Levoff

Position: Assistant Secretary

Date: 22-3-16

Signature:

**APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

**Data exporter**

The data exporter is an entity that provides education, instruction and other information services to students and other members of the public.

**Data importer**

The data importer provides information system and technology services.

Die übermittelten personenbezogenen Daten betreffen folgende Kategorien betroffener Personen:

- \* Studenten/Schüler
- \* Lehrende
- \* Mitarbeiter von Ausbildungseinrichtungen

#### Kategorien von Daten

Die übermittelten personenbezogenen Daten gehören zu folgenden Datenkategorien:

Personenbezogene Daten: Wie Account Details, Vor- und Nachname und Bildungsstand einschließlich Hausaufgaben, Noten-Daten und Daten über Diskussion, welche im Rahmen von Ausbildungsaktivitäten generiert werden.

#### Besondere Datenkategorien

Keine

#### Verarbeitung

Die übermittelten personenbezogenen Daten werden folgenden grundlegenden Verarbeitungsmaßnahmen unterzogen:

Personenbezogene Daten werden im Rahmen der Bereitstellung von Informationssystemen und Technologiedienstleistungen verarbeitet, was Data Warehousing, Datenverarbeitung und Data Mining und andere beschränkte verbundene Dienste nach Anweisung des Datenexporteurs umfasst.

#### DATENEXPORTEUR

Name:

Datum:

Unterschrift:

#### DATENIMPORTEUR

Name: Apple Inc

Von Gene D. Levoff, Assistant Secretary

Datum: 22-3-16

Unterschrift:



#### Data subjects

The personal data transferred concern the following category of data subjects:

- students
- teachers
- employees of educational institutions

#### Categories of data

The personal data transferred concern the following categories of data:

- Personal information: such as account details, name and surname and educational attainment including homework, grade and discussion data generated during the course of educational activities.

#### Special categories of data

None

#### Processing operations

The personal data transferred will be subject to the following basic processing activities:

- Personal Data shall be processed in the context of the provision of information system and technology services, and such processing shall include data warehousing, data processing and data mining, and other limited related services at the direction of the data exporter

#### DATA EXPORTER

Name:

Date:

Signature:

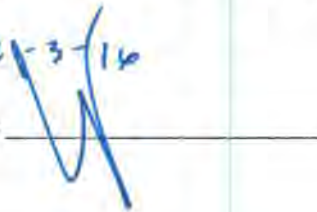
#### DATA IMPORTER

Name: Apple Inc.

By: Gene D. Levoff, Assistant Secretary

Date: 22-3-16

Signature:





## **ANHANG 2 ZU DEN STANDARDVERTRAGSKLAUSELN**

**Beschreibung der technischen oder organisatorischen Sicherheitsmaßnahmen, die der Datenimporteur gemäß Klausel 4 Buchstabe d und Klausel 5 Buchstabe c eingeführt hat (oder Dokument/Rechtsvorschrift beigelegt):**

Der Datenimporteur hat ein umfassendes und aktuelles Datenschutz- und Datensicherheits-Programm zu implementieren, um den angemessenen Schutz personenbezogener Daten sicherzustellen gegen die zufällige oder unrechtmäßige Zerstörung, den zufälligen Verlust, die unberechtigte Änderung, die unberechtigte Weitergabe oder den unberechtigten Zugang - insbesondere wenn im Rahmen der Verarbeitung personenbezogener Daten in einem Netz übertragen werden - und gegen jede andere Form der unrechtmäßigen Verarbeitung personenbezogener Daten.

Der Datenimporteur verpflichtet sich hiermit, wirtschaftlich angemessene Anstrengungen zu unternehmen, um

- jegliche nicht autorisierte Person daran zu hindern, physischen Zugang zu den für die Datenverarbeitung verwendeten Räumlichkeiten zu erlangen (Überwachung des Zugangs zu Räumlichkeiten);
- zu verhindern, dass Speichermedien von unautorisierten Personen gelesen, kopiert, verändert oder verbracht werden (Überwachung von Speichermedien);
- die nicht autorisierte Einführung von Daten in das Informationssystem sowie jegliches unberechtigtes Wissen über, Veränderung oder Löschung von gespeicherten zu verhindern (Überwachung des Speichers);
- die Verwendung der Datenverarbeitungssysteme unter Nutzung von Datenübertragungsgeräten durch nicht autorisierte Personen zu verhindern (Überwachung der Nutzung);
- sicherzustellen, dass autorisierte Personen bei der Verwendung eines automatisierten Datenverarbeitungssystems nur auf jene Daten zugreifen können, welche ihren Zuständigkeiten entsprechen (Überwachung des Zugriffs);
- sicherzustellen, dass die Identität von Dritten, an welche die Daten durch Übertragungsgeräte übertragen werden können, geprüft und aufgezeichnet werden (Überwachung der Übertragung);
- sicherzustellen, dass die Identität aller Personen, welche zum Informationssystem und den in das System eingeführten Daten Zugang hatten, im Nachhinein zu jederzeit durch zuständige Personen geprüft und aufgezeichnet werden kann (Überwachung der Einführung);
- zu verhindern, dass Daten im Falle einer Offenlegung von Daten oder dem Transport von Speichermedien auf eine nicht autorisierte Weise gelesen, kopiert, verändert oder gelöscht werden (Überwachung des Transports); und
- Daten durch die Erstellung von Sicherungskopien zu schützen (Überwachung der Verfügbarkeit).

Es wird zur Kenntnis genommen, dass die oben genannten technischen und organisatorischen Maßnahmen dem technischen Fortschritt, organisatorischen Veränderungen und anderen Entwicklungen unterliegen und der Datenimporteur angemessene

## **APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

Data importer shall implement a comprehensive and current Personal Data protection and security program to ensure appropriate protection of the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, particularly where the processing involves the transmission of the Personal Data over a network, and against all other unlawful forms of processing.

Data importer hereby undertakes to use commercially reasonable efforts to:

- prevent any unauthorised person from accessing the facilities used for data processing (monitoring of entry to facilities);
- prevent data media from being read, copied, amended or moved by any unauthorised persons (monitoring of media);
- prevent the unauthorised introduction of any data into the information system, as well as any unauthorised knowledge, amendment or deletion of the recorded data (monitoring of memory);
- prevent data processing systems from being used by unauthorised persons using data transmission facilities (monitoring of usage);
- ensure that authorised persons, when using an automated data processing system, may access only those data that are within their competence (monitoring of access);
- ensure the checking and recording of the identity of third parties to whom the data can be transmitted by transmission facilities (monitoring of transmission);
- ensure that the identity of all persons who have or have had access to the information system and the data introduced into the system can be checked and recorded ex post facto, at any time and by relevant persons (monitoring of introduction);
- prevent data from being read, copied, amended or deleted in an unauthorised manner when data are disclosed and data media transported (monitoring of transport); and
- safeguard data by creating backup copies (monitoring of availability).

It is acknowledged that the foregoing technical and organisational measures are subject to technical progress, organisational changes, and other developments, and the Data Importer may implement adequate alternative measures if these measures do not derogate from the level of protection contractually agreed upon.

alternative Maßnahmen implementieren kann, wenn diese Maßnahmen nicht vom vertraglich vereinbarten Sicherheitsniveau abweichen.

#### DATENEXPORTEUR

Name:

Datum:

Unterschrift:

#### DATENIMPORTEUR

Name: Apple Inc

Von Gene D. Levoff, Assistant Secretary

Datum: 22-3-16

Unterschrift:

#### DATA EXPORTER

Name:

Date:

Signature:

#### DATA IMPORTER

Name: Apple Inc.

By: Gene D. Levoff, Assistant Secretary

Date: 22-3-16

Signature: