

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

22-403 A3

SAP Number

Innovation and Technology Department

Department Contract Representative	Jeremiah Thomas
Telephone Number	(909) 388-0641
Contractor	Apple, Inc.
Contractor Representative	N/A
Telephone Number	N/A
Contract Term	1 year, automatically renewing annually
Original Contract Amount	As permitted under County Policy
Amendment Amount	N/A
Total Contract Amount	As permitted under County Policy
Cost Center	1200604048

Briefly describe the general nature of the contract: Amendment No. 3 to Apple's Business Manager Agreement, with non-substantive updates to the agreement, for software enabling the Innovation and Technology Department to enroll, manage content and support Apple branded devices operating in a Mobile Device Management environment within the County.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Kaleigh Ragon
Kaleigh Ragon, Deputy County Counsel

Date 09/15/2025

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

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

Apple Business Manager Agreement

Purpose

This Agreement permits You to participate in Apple Business Manager, which allows You to automate enrollment of Apple-branded devices for Apple Business Essentials or other mobile device management (“MDM”) within Your Institution, to purchase and manage content for such devices, to create Managed Apple Accounts for Your users, and to access facilitation tools for related services.

Note: In order to utilize the features of this Service, You will need to enable Apple Business Essentials or have an MDM solution (e.g., from a third-party developer) enabled within Your Institution. For more information, see <https://www.apple.com/business/resources/>.

1. Definitions

Whenever capitalized in this Agreement:

“**Administrators**” means employees or Contract Employees (or Service Providers) of Institution who have been added to the Service for purposes of account management, e.g., administering servers, uploading MDM provisioning settings, adding devices to Your account, purchasing Apple Business Essentials and Content, and performing other related services.

“**Agreement**” means this Apple Business Manager Agreement.

“**Apple**” means the following, unless otherwise specified herein: (a) **Apple Inc.**, located at One Apple Park Way, Cupertino, California 95014, U.S.A., for Institutions in the United States, including Puerto Rico; (b) **Apple Canada Inc.**, located at 120 Bremner Blvd., Suite 1600, Toronto ON M5J 0A8, Canada, for Institutions in Canada or its territories and possessions; (c) **Apple Services LATAM LLC**, located at 1 Alhambra Plaza, Ste 700 Coral Gables, Florida, for Institutions in Mexico, Central or South America, or any Caribbean country or territory (excluding Puerto Rico); (d) **iTunes K.K.**, located at Roppongi Hills, 6-10-1 Roppongi, Minato-ku, Tokyo 106-6140, Japan, for Institutions in Japan; (e) **Apple Pty Limited**, located at 20 Martin Place, Sydney NSW 2000, Australia, for Institutions in Australia and New Zealand, in any of their territories, and affiliated jurisdictions; (f) **Apple Services Pte. Ltd.**, located at 7 Ang Mo Kio Street 64, Singapore 569086 for Institutions in South Korea; and (g) **Apple Distribution International Ltd.**, located at Hollyhill Industrial Estate, Hollyhill, Cork, Republic of Ireland, for Institutions in all other countries or territories not specified above in which the Service is offered.

“**Apple Business Essentials**” or “**Business Essentials**” means the subscription service that enables You to configure, deploy, and manage Apple-branded devices, including the Business Essentials App, allocate iCloud storage to Authorized Users, and provide AppleCare+ for Business Essentials to Your users and devices.

“**Apple Business Essentials Plans**” mean Apple Business Essentials Employee Plans and Apple

using such app in Restricted App Mode on the Authorized Device. Further, any such app must be developed and distributed in accordance with the terms of the Apple Developer Program License Agreement (e.g., distribution of a Custom App). For clarity, You may request, and Apple may approve, other entities similar to those identified in subsections (a) and (b) above; however, no other entity shall be included in this definition without Apple's prior written consent.

"Permitted Users" means employees and Contract Employees of Your Permitted Entity.

"Personal Data" means data that can be reasonably used to identify an individual that is under the control of the Institution under this Agreement.

"Restricted App Mode" means when an Apple-branded device is supervised and configured through the Service such that (a) the device automatically launches and is locked into a single application upon activation and no other operating system functionality can be accessed; or (b) the device cannot be personalized by an end-user (e.g. the device settings prohibit the Mail app from configuration with personal credentials, Content cannot be acquired from the App Store with a personal Apple Account, etc.).

"Service" means the Apple Business Manager service (and any components, functionality or features thereof) for automated mobile device management enrollment, the use of Apple Business Essentials, acquisition and management of Content, the creation, use, and management of Managed Apple Accounts, iCloud storage connected to a Managed Apple Account, the use of Administrator accounts, and other related services as contemplated in this Agreement, including the web portal and any services or tools provided hereunder.

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

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

"Sub-processor" means a third party that performs certain tasks on Apple's behalf, such as processing or storing data and providing customer service, in connection with Apple's provision of the Service.

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

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

2. Service Requirements

2.1 Use of the Service

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

(a) Institution is permitted to use the Service only for the purposes and in the manner expressly permitted by this Agreement and in accordance with all applicable laws and regulations, including but not limited to applicable requirements for the storage of data when using the Service, and the Documentation;

(b) Institution is not permitted to use the Service (or any part thereof) for any unlawful, improper, inappropriate, or illegal activity;

reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise.

2.3 Server Token Usage

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

2.4 EULAs Term and Conditions

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

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

2.5 Device Transfer

Institution will not resell any Authorized Devices with Device Enrollment Settings enabled and agrees to remove such Devices from the Service prior to reselling them or transferring them to third parties in any way.

2.6 Purchasing Content

Acquisition of Content is automatically disabled in the Service, and Your use is subject to the restrictions of this Agreement and the terms governing the use of Apps and Books in the Service ("Volume Content Terms"). You may choose to enable Your Administrators to access Content through the Service by granting them purchasing authority and allowing them to access Content. Subject to the Volume Content Terms and the restrictions of this Agreement, the Service enables You to allocate Content to Authorized Devices using device assignment or to Authorized Users or Permitted Users using user assignment and Apple Accounts. You may assign (or revoke and re-assign) apps to Authorized Users and Authorized Devices in any country where such app is commercially available on the App Store or otherwise, subject to change at any time. With respect to books, You understand and agree that once You have assigned a book to an Authorized User or a Permitted User, such book is non-transferable, and You will not be able to revoke or re-assign the book. Books purchased through the Volume Content Service may not be assigned through Apple Business Essentials to devices enrolled in an Apple Business Essentials Plan. You are

managers or staff access certain Apple Services, Apple may communicate with Your Authorized Users about their use of the Apple Service.

2.9 Permitted Entities and Permitted Users

Subject to the terms of this Agreement, Permitted Entities and Permitted Users may access the Service under Your account, excluding the use and deployment of Managed Apple Accounts (unless otherwise separately approved in advance and in writing by Apple). You shall be responsible for compliance with the terms of this Agreement by the Permitted Entities and Permitted Users and shall be directly liable to Apple for any breach of this Agreement by Your Permitted Entities and Permitted Users. If You (or Service Provider acting on Your behalf) add Apple-branded devices to the Service that are owned by a Permitted Entity, You represent and warrant to Apple that the Permitted Entity has authorized You to add such devices, that You have control of such devices, and that You have the authority to accept EULAs on behalf of the Permitted Entity (and its Permitted Users, if applicable). Apple reserves the right to: set limitations on the Service features or functionality that Institution may allow its Permitted Entity (or Permitted Users) to access or use, and to require You to remove any Permitted Entities or Permitted Users from Your account at any time, in its sole discretion.

2.10 Updates; No Support or Maintenance

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

2.11 Third-Party Service Providers

You are permitted to use a Service Provider only if the Service Provider's access to and use of the Service is done on Your behalf and in accordance with these terms, and is subject to a binding written agreement between You and the Service Provider with terms at least as restrictive and protective of Apple as those set forth herein. Any actions undertaken by any such Service Provider in relation to the Service and/or arising out of this Agreement shall be deemed to have been taken by You, and You (in addition to the Service Provider) shall be responsible to Apple for all such actions (or any inactions). In the event that any actions or inactions by the Service Provider could constitute a violation of this Agreement or otherwise cause any harm, Apple reserves the right to require You to cease using such Service Provider.

3. Institution's Obligations

Institution represents and warrants that:

- (a) Institution's authorized representative (i) is at least eighteen (18) years old or the legal age of majority in Your jurisdiction, whichever is greater and (ii) has the right and authority to enter into this Agreement on its behalf and to legally bind Institution to the terms and obligations of this Agreement;
- (b) All information provided by Institution to Apple (or to its Authorized Users or Permitted Users) in connection with this Agreement or use of the Service (including the Apple Software) will be current, true, accurate, supportable and complete; and, with regard to information Institution provides to Apple, Institution will promptly notify Apple of any changes to such information;
- (c) Institution will monitor and be responsible for its authorized representatives', Administrators', Service Providers', Authorized Users', Permitted Users', and Permitted Entities' use of the Service and their compliance with the terms of this Agreement;
- (d) Institution will be solely responsible for all costs, expenses, losses and liabilities incurred, and

thereof) at any time without notice to You, and Apple will not be liable to You or to any third-party should it exercise such rights. Apple may also terminate this Agreement, or suspend Your rights to use the Services, if: (a) You fail to accept any new Agreement terms as described in Section 4; or (b) You or any entity or person that directly or indirectly controls You, or is under common control with You (where "control" has the meaning defined in Section 11.8), are or become subject to sanctions or other restrictions in the countries or regions where the Service is available. You acknowledge and agree that You may not be able to access the Service upon expiration or termination of this Agreement and that Apple reserves the right to suspend access to or delete data or information that You, Your Administrators, Authorized Users, Permitted Entities, or Permitted Users have stored through Your use of the Service. You should review the Documentation prior to using any part of the Service and make appropriate back-ups of Your data and information. Apple will not be liable or responsible to You or to any third party should it exercise such rights or for any damages that may result or arise out of any such termination or suspension. The following provisions shall survive the termination of this Agreement: Section 1, the second sentence of Section 2.9, Section 2.10, the second sentence of Section 2.11, Section 3, Section 5, the second paragraph of Section 6, and Sections 7, 8, 9, the sixth through eleventh sentences of Section 10.2, the second sentence of Section 10.3, and Section 11.

7. DISCLAIMER OF WARRANTIES

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

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

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

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

obligations related to Data Incident(s). Apple will not access the contents of Personal Data in order to identify information subject to any specific legal requirements.

9.3 Security Procedures; Compliance

Apple shall use industry-standard measures to safeguard Personal Data during the transfer, processing, and storage of Personal Data as part of the Service. As part of these measures, Apple will use commercially reasonable efforts to encrypt Personal Data at rest and in transit; ensure the ongoing confidentiality, integrity, availability and resilience of the Service; in the event of an issue, restore the availability of Personal Data in a timely manner; and regularly test, assess, and evaluate the effectiveness of such measures. 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 such Personal Data comply with applicable laws regarding the confidentiality and security of Personal Data with regards to the Service. Encrypted Personal Data may be stored at Apple's geographic discretion. To the extent Apple is acting as a data processor, Apple will assist You with ensuring Your compliance, if applicable, with the following: (a) Article 28 of the GDPR or other equivalent obligations under law (by making available all necessary information; by allowing for and contributing to audits (provided, that Apple Inc.'s ISO 27001 and ISO 27018 certifications shall be considered sufficient for such required audit purposes) and by informing You, as required by applicable law, if, in Apple's opinion, any of Your instructions infringes the GDPR or other European Union or European Union Member State data protection provisions); (b) Article 32 of the GDPR or other equivalent obligations under law (including implementing the security procedures set forth in this Section 9.3 and by maintaining the ISO 27001 and ISO 27018 Certifications); (c) Articles 33 and 34 of the GDPR or other equivalent obligations under law (by assisting You with providing required notice of a Data Incident to a supervisory authority or data subjects); (d) Articles 35 and 36 of the GDPR or other equivalent obligations under law requiring Institution to conduct data protection impact assessments or to consult with a supervisory authority prior to processing; (e) an investigation by a data protection regulator or similar authority regarding Personal Data; and (f) Your obligation to respond to request for exercising data subject's rights under the GDPR or other equivalent obligations under law, taking into account the nature of the processing by appropriate technical and organizational measures, insofar as this is possible. The Service is not designed, intended, or capable of providing or supporting important, critical, or non-critical information and communication technology ("ICT") services that are subject to legal, regulatory, or other requirements under the Digital Operational Resilience Act – Regulation EU 2022/2554 ("DORA") or similar laws, regulations, or frameworks. The Service is expressly excluded for any obligations, liabilities, or claims arising from the failure, disruption, or inadequate performance of these or similar ICT services, particularly where compliance with operational resilience standards mandated by DORA or comparable laws, regulations or frameworks in other jurisdictions is required. If You are located within the European Union, the following additional terms related to Regulation (EU) 2023/2854 apply:

<https://support.apple.com/guide/deployment/depe03a2705f>. Apple shall inform You if, in its opinion, it can no longer meet its obligation under the California Consumer Privacy Act (CCPA) or other applicable data protection laws and regulations.

9.4 Data Access and Transfer; Termination; Institution as Processor

If required by law, Apple will ensure that any international data transfer is done only to a country that ensures an adequate level of protection, has provided appropriate safeguards as set forth in applicable law, such as those in Articles 46 and 47 of the GDPR (e.g., standard data protection clauses), or is subject to a derogation in Article 49 of the GDPR. Such safeguards may include the Model Contract Clauses as executed by Apple, or other data transfer agreements, which You agree to enter into if required by Your jurisdiction, as executed by Apple at <https://www.apple.com/legal/enterprise/dataatransfer/>. Apple's international transfer of Personal Data collected in participating Asia-Pacific Economic Cooperation (APEC) countries abides by the APEC Cross-Border Privacy Rules (CBPR) System (<http://cbprs.org/>) and Privacy Recognition for

subscriptions for org-owned devices. Such subscriptions provide hardware services and technical support services for Apple TV, iPad, iPhone, iPod, Mac or other devices authorized in writing by Apple and the bundled accessories contained in the original packaging with such devices, separate terms, conditions, and restrictions apply.

10.2 Apple Business Essentials Plan Subscription

Apple Business Essentials Plans will continue, and be billed on a monthly basis, until cancelled. You can change or cancel Your subscription at any time in the Service web portal. Your monthly bill will be based on the prior month's usage and will include any applicable taxes. To learn more about changing or canceling Your subscription, visit <https://support.apple.com/guide/apple-business-essentials/axma756c6228>. To learn more about how usage charges are calculated, visit <https://support.apple.com/guide/apple-business-essentials/axmb4509c4c3>. If Your organization is tax-exempt, You can adjust your tax status in Enrollment Information. You are responsible for the timely payment of all charges and for providing Apple with a valid payment method for payment of all charges. You agree that Apple may store and charge the payment method you provide for all charges, including applicable taxes. In accordance with local law, Apple may automatically update Your payment information regarding Your payment method if provided such information by the payment networks or Your financial institutions. If Apple cannot charge You, You remain responsible for any uncollected amounts, and we may attempt to charge You again or request that You provide another payment method. If Your payments are past due, Apple reserves the right to limit Your ability to add Apple Business Essentials Plans, or to terminate Your existing Apple Business Essentials Plans. Neither termination of this Agreement, nor changing or canceling Your subscription, oblige Apple to refund You any charges paid. If You are purchasing directly from Apple, You may add Apple Business Essentials Plans as long as you do not exceed the limit described in <https://support.apple.com/guide/apple-business-essentials/axme884379fa>. This Section applies when You purchase Apple Business Essentials directly from Apple; billing and other subscription terms related to purchase of Apple Business Essentials from an Apple authorized reseller will be in Your agreement with such reseller.

10.3 Packages

Apple Business Essentials may provide Your Administrator the ability to provide links to Institution-provided packages, including apps, icons, fonts, and system updates (each, a "Package") for Authorized Users and Permitted Users to download. As a condition to doing so, Institution represents and warrants that: (a) Institution is solely responsible for any Package that Institution provides a link to through Apple Business Essentials, including the payment of any fees associated with the use of any such Package; (b) Institution has all necessary rights, licenses, consents, and permissions for Institution to provide links to Packages for Authorized Users and Permitted Users, and to use Apple Business Essentials to facilitate such provision (including the presentment of the link, name, and icon, for such Packages to Authorized Users and Permitted Users and following Institution's instructions for installing Packages once downloaded); (c) no Package, including any part thereof, or its use by Authorized Users or Permitted Users violates or infringes any Apple or third-party rights, including intellectual property rights, any laws, or any applicable Apple or third-party agreements or privacy policies; (d) a Package may be subject to separate terms between You and a third party. Institution is responsible for ensuring Institution's compliance with such terms and for ensuring that each Authorized User and Permitted User is aware of and complies with all applicable Apple and third party agreements; (e) Institution will not use the Service to breach or violate any terms between Institution and any third party; and (f) Institution may not use Apple Business Essentials to transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of any third-party rights. If Apple reasonably believes that a Package may violate applicable law or third-party rights or this Agreement, Apple may remove the link to such Package from Institution's account.

to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. However, if applicable law prohibits or restricts You from fully and specifically complying with the Sections of this Agreement entitled “Service Requirements”, or “Institution’s Obligations” or prevents the enforceability of any of those Sections, this Agreement will immediately terminate and You must immediately discontinue any use of the Service.

11.7 Waiver and Construction

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

11.8 Export Control

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

You represent and warrant that You and any entity or person that directly or indirectly controls You, or is under common control with You, are not: (a) on any sanctions lists in the countries or regions where the Service is available, (b) doing business in any of the US embargoed countries or regions, and (c) a military end user as defined and scoped in 15 C.F.R § 744. As used in this Section 11.8, “control” means that an entity or person possesses, directly or indirectly, the power to direct or cause the direction of the management policies of the other entity, whether through ownership of voting securities, an interest in registered capital, by contract, or otherwise.

11.9 Government End-users

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

11.10 Dispute Resolution; Governing Law

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

(a) If You are an agency, instrumentality or department of the federal government of the United

11.12 Acceptance

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

LYL221
9 September 2025



San Bernardino County
DELEGATED AUTHORITY – DOCUMENT REVIEW FORM
Department Signature

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors' action to execute agreements, amendments to agreements or grant applications/awards, on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel review (and Clerk of the Board as needed) prior to signature by designee. **For detailed instructions on delegated authority, reference Section 7.2 of the [Board Agenda Item Guidelines](#).**

Department/Agency/Entity: Innovation and Technology Due Back to Department By (Date): _____

Contact Name: Jeremiah Thomas Telephone: (909) 388-0641

Agreement No.: 22-403 Amendment No.: 3 Date of Board Item: 6/14/22 Board Item No.: 35

Name of Contract Entity/Project Name: Apple Business Manager Agreement 22-403

Include information from the Board Agenda Item that delegates authority, a justification for approval by the specified authority and how it connects to the original recommendation. Also include a brief background on the request, including details as to what program is being served, documents that require signature, and any other pertinent information, such as dollar amounts, date changes and details that summarize the action requested. If additional space is needed, please attach a separate page.

Item 35 on the June 14, 2022 Consent Calendar, as approved by the Board of Supervisors authorized the Chief Information Officer (CIO), Assistant CIO, or IT Division Chief to electronically accept updates to the Business Manager Agreement (Contract No. 22-403) with Apple, Inc. and electronically accept updates to the agreement and any applicable licenses, subject to review by County Counsel, provided that such updated terms do not substantively modify the terms of the original agreement. Apple has now updated Contract No. 22-403 with non-substantive changes. This request is for approval from the CIO to electronically accept the updated Business Manager Agreement as Amendment No. 3 to Contract No. 22-403, and transmit a copy to the Clerk of the Board within 30 days of acceptance.

Select the document proposed for signature, which must be submitted with this request:

- ☐ Standard County Contract ☒ Signed Coversheet and Non-Standard County Contract
☐ Grant Application ☐ Other:

Attach the Board Agenda Item that delegated the authority, copies of the initial document (agreement, grant award, etc.) and all subsequent amendments. **Note:** If there are numerous amendments, please contact the assigned County Counsel to determine if all amendments need to be attached.

Department Routed to County Counsel	County Counsel Name: Kaleigh Ragon, Deputy County Counsel	Date Sent: 9/15/25
Reviewing County Counsel Use Only	Review Date <u>09/15/2025</u> <u>Kaleigh Ragon</u> Signature	Determination: <input checked="" type="checkbox"/> Within Scope of Delegated Authority <input type="checkbox"/> Outside Scope of Delegated Authority; return to Department for preparation of agenda item

If the Board Agenda Item requires the document be returned to the Clerk of the Board, County Counsel will route the approved form and submission documents to [COB-Delegated Authority](#) with a cc to the department contact. Clerk of the Board will verify it meets the submission requirements and notify the department to transmit the executed hard copies within 30 days of execution. If the Board Agenda item does not require the document be returned to the Clerk of the Board, County Counsel will route the signed form back to the department.

Note: This process should NOT be used to execute documents under a master agreement or template, construction contract change orders, or approval of documents under County Policies 11-15 and 11-16. Contact your assigned County Counsel for instructions related to review of these documents.