

Apple Self-Servicing Account Program Manual

North America



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Program Manual Objective

The Self-Servicing Account Program Manual illustrates the performance criteria, business practices, and policies to which participants in Apple's Self-Servicing Account program must adhere. At Apple's sole discretion, the policies, terms, and conditions set forth herein may be modified periodically.

1. Program Overview

Apple's Self-Servicing Account program is designed for institutions and businesses that want the convenience of repairing their own products. Program participants ("Self-Servicers") are subject to the Terms and Conditions set forth in this manual and related Self-Servicing Account Agreement.

Self-Servicing Accounts are authorized to repair only the Apple products they own or lease, and may not perform repair work for third parties. As reflected in the *Self-Servicing Account Agreement*, "Products" means Apple products owned or leased by Self-Servicer and that Self-Servicer is authorized by Apple to repair.

Qualified institutions (education, government, and non-profit organizations) and businesses that fulfill the minimum requirements of the program can use Apple's online systems, in accordance with the guidelines set forth in this manual, to quickly and easily accomplish the following:

- · Obtain genuine Apple, Do-It-Yourself (DIY) parts, which are customer installable and typically include replacement keyboards, mice, power cables, memory, and modem cables
- · Directly initiate Mail-In facilitation service where available for select products
- · Order parts for Non-covered Repairs, stock on hand, or fulfillment

In addition, Self-Servicers that maintain Apple Certified Macintosh Technicians on staff can perform more intricate Covered Repairs.

Authorized Self-Servicer repair types include Carry-In Repair service, which includes DIY parts, and Mail-In facilitation service where available. Each must be performed in accordance with the process guides provided in Exhibit F: Carry-In Repair Service and Exhibit G: Mail-In Facilitation Service.

Note: Self-Servicers are not authorized to perform Onsite repair service, but may request Onsite repair service for eligible products. Refer to Exhibit H: Onsite Repair Service for additional information.

1.1 Program Requirements

1.1.1. Program Requirements

Organizations seeking to participate must fulfill the program requirements listed in the table below.

| Program Requireme | ents |
|----------------------------------|--|
| Installed Base | Own or lease at least a combinatio of 1000 Apple products (Mac or iOS) that are less than five years old and located within the Self-Servicer's organization. Those products can be covered by the Apple One (1) Year Limited Warranty, AppleCare Protection Plan or other Extended Service Agreements. |
| Limited Terms Service Account | Maintain a Limited Terms Service Account with Apple, which is used when placing service orders and is separate from a Finished Goods account or other purchase agreement. |
| Apple Certified Technicians | To perform Covered Repairs beyond the level of DIY parts, Self-Servicers must maintain at minimum a Apple Certified Macintosh Technicians and/or a Apple iOS certified technician. |
| Re-certification Requirements | To remain certified and eligible to repair Apple products, Technicians must take hardware re-certification exams each year before the expiration of their current certification. Taking a Mac OS re-certification exam may also be required if a newly released Mac OS version significantly differs from the previous version. |
| Costs | No first-year or annual fees to participate in the program \$150 (USD) for each Apple certification exam \$50 (USD) for each Apple re-certification exam |
| Performance | Maintain at least one Apple Authorized Service Location that complies with Apple's standards as described in this manual Perform troubleshooting and validate coverage before creating repairs Use only genuine Apple service parts purchased from Apple when performing Covered Repairs Ensure that an Apple Certified Technician performs all Covered Repairs that extend beyond the level of DIY parts Limit repair work on Apple products to products owned or leased by Self-Servicer Create a Repair Order within GSX for each Covered Repair, including customer information (name, address, phone number, and email address) Maintain administrative and technical resources, internal policies and procedures to remain in compliance with Apple's standards as described in this manual. |

1.3. Program Benefits

Self-Servicers that meet program requirements can do the following:

- Order genuine, Apple DIY parts and service parts for Non-covered Repairs using Apple's online Global Service Exchange (GSX) system, which provides automatic product and pricing updates, online order validation, immediate order confirmation and estimated ship date
- · Access comprehensive, online product information, training, repair procedures, troubleshooting, and diagnostic tools (see AppleCare Service Source)
- · Access online Mac OS and hardware training for Service Technicians from the GSX Home page
- · Use GSX to directly initiate Mail-In Repairs performed by an AppleCare Repair Center (where available)
- · Use GSX to order service parts for stock on hand and to place fulfillment orders for lost, missing or damaged new product manuals and/or media items
- · Use the GSX Help Form for administrative help with GSX, including order status, billing questions, and Covered Repair claim reconciliation
- · Obtain genuine Apple service parts, enabling them to perform all Covered Repairs and Non-covered Repairs on the Apple products owned or leased by their organization
- · Manage the quality and time of the entire repair process, including troubleshooting, diagnosing, repairing, verifying, and returning products to Apple
- · Perform repairs on a Module-exchange basis to limit down time
- · Access Apple's Technical Service Provider Support resources to troubleshoot difficult repairs
- Receive labor compensation from Apple for certain Covered Repairs when coverage includes labor.

2. Authorized Activities

Subject to fulfilling program requirements, Self-Servicers are authorized by Apple to perform the following repairs on Apple products that Self-Servicer owns or leases.

2.1. Covered Repairs

Participants in Apple's Self-Servicing Account program must honor the Apple One (1) Year Limited Warranty, AppleCare Protection Plan and other AppleCare Extended Service Agreements on Apple products for which they are an authorized Self-Servicer (refer to: Exhibit J: Repair Coverage and Eligibility for more information).

Apple compensates Self-Servicers for the labor associated with certain Covered Repairs when coverage includes labor. Self-Servicers are paid labor compensation to exchange Modules, replace parts and make authorized adjustments on Covered Repairs. Self-Servicers are not paid labor compensation on Mail-In Repairs, Non-covered Repairs, No Trouble Found (NTF) issues, re-seating of certain parts, or issues related to software configuration. The labor compensation amount is governed by the current Labor Tiers and Service Excellence guidelines. All products repaired by Self-Servicer shall be free of defects in materials and workmanship and operate in accordance with specification, or as otherwise directed by Apple.

2.1.1. Apple One (1) Year Limited Warranty

Apple warrants its products against defects in materials and workmanship under normal use for a period of one (1) year from the date of retail purchase by the original end-user purchaser. Repairs are covered under the Apple One (1) Year Limited Warranty when product hardware fails due to issues with materials or workmanship within one year of the product purchase date. Apple requires that Self-Servicers validate coverage using the Coverage Check function on the GSX Home page before creating repairs. Hardware failures due to customer abuse or misuse and software related configuration issues are not covered under the Apple One (1) Year Limited Warranty.

2.1.2. AppleCare Protection Plan and Extended Service Agreements

The AppleCare Protection Plan and other AppleCare Extended Service Agreements extend repair coverage up to five years for entitled customers and products. Apple requires that Self-Servicers validate coverage before creating repairs. Hardware failures due to customer abuse or misuse are not covered under Apple's Extended Service Agreements.

2.1.3. Repair Extension Programs

Apple may, from time to time, and at Apple's sole discretion, extend repair coverage on a specific product or part. Self-Servicers are authorized to conduct repairs within the guidelines of the Repair Extension Program and, if eligible, are entitled to compensation from Apple under the terms and conditions of the current Labor Tiers and Service Excellence guidelines where applicable.

2.2. Non-covered Repairs

Apple authorizes Self-Servicers to perform Non-covered Repairs by utilizing Service Stock parts or Out-of-Warranty Exchange parts. Where available, Self-Servicers may also choose to Mail-In eligible products to an AppleCare Repair Center for repair. In the event of a non-covered Mail-In Repair, the Self-Servicer will be charged for parts and labor according to the current Flat Rates as shown in GSX. If Apple discovers that it has paid Covered Repair compensation on a Non-covered Repair, the amounts paid and any associated shipping and handling charges will be debited from the Self-Servicer's account.

Non-covered Repair applies to the following circumstances:

2.2.1. Coverage Expiration

Apple does not provide reimbursement for services or parts delivered when the term of an Apple Limited Warranty, Extended Service Agreement, or Repair Extension Program has expired.

2.2.2. Damage Due to Accident and/or Abuse

Regardless of Limited Warranty, Extended Service Agreement, or Repair Extension Program status, Apple excludes from coverage all repairs pertaining to customer abuse or accidental damage. For example, Apple does not provide repair coverage for the following:

- · Scratches or paint worn off enclosure
- · Damage to polarizer (front of LCD), includes scratches, spots, dents
- · Heat staked feet/bumpers missing or torn off
- · Dents or cracks in enclosure that do not affect functionality
- · LCD, chassis, or casing is cracked, dented or shows damage consistent with blunt force impact
- · Liquid or liquid residue is found inside or on the product
- · I/O are physically broken off of the PCB
- Bent pins, damaged barrels, sliced cords (see Portable Computers: Troubleshooting power adapters)
- · Failures that can be reasonably tied to customer abuse as evidenced by cracks or dents that, on their own, may not indicate loss of functionality
- · Broken internal connectors such as RAM slots, PCMCIA slots, and AirPort connectors, particularly where third-party installations are evident

2.3. Service Repair Types

Note: Not all service repair types are available in all countries/regions of the world or for all products. For example, Mail-In Facilitation is not available for any Apple products in Canada or Europe. GSX will indicate the service repair types that are available in your country/region.

2.3.1. Carry-In Repair Service

Carry-In service is the repair or replacement of eligible Apple products at an Apple Authorized Service Location. All repairs completed at Self-Servicer's Apple Authorized Service Location are considered Carry-In service. For complete details concerning Carry-In service delivery, refer to: Exhibit F: Carry-In Repair Service.

2.3.2. Mail-In Facilitation Service

Mail-In facilitation service is the repair or replacement of covered Apple products at an AppleCare Repair Center. Mail-In facilitation service is available for select portable products, displays, and iPod Hi-Fi in select countries/regions. Self-Servicer's customers may contact Apple directly to arrange Mail-In facilitation service or Self-Servicer may facilitate the process for them by creating a Mail-In Repair in GSX. For complete details concerning Mail-In facilitation service, refer to: Exhibit G: Mail-In Facilitation Service. As noted earlier, Mail-In Facilitation is not available for any Apple products in Canada or Europe.

2.3.3. Onsite Repair Service

Onsite service is the repair or replacement of eligible Apple products at the customer's location. For information on requesting Onsite repair service for eligible products, refer to: Exhibit H: Onsite Repair Service.

Note: Self-Servicers are not authorized to perform Onsite repair service. All repairs performed in-house by Self-Servicers must be created as Carry-In Repairs, even when performing repairs requires traveling to another location within their organization.

2.3.4. Do-it-Yourself (DIY) Parts and Service

DIY is the replacement of customer-installable parts, which typically include replacement keyboards, mice, power cables, memory, and modem cables. Availability of DIY parts varies by country/region. If a customer does not wish to undertake the installation of a DIY part, Apple authorizes Self-Servicers to install the part. For additional information regarding DIY parts and service, refer to the following:

- DIY Parts
- DIY Service
- Multi-Pack Service Parts Program

3. Authorization Requirements

To ensure consistent, global delivery of the highest quality repair services to all Apple customers, Apple requires that Self-Servicers adhere to the following policies, practices and performance expectations. Failure to comply with these requirements may result in corrective action, up to and including reimbursement recovery and agreement termination.

3.1. Apple Business Conduct and Customer Privacy Policies

Apple requires Self-Servicers to adhere to the policies set forth in the following documents.

- · Apple Principles of Business Conduct
- Apple Customer Privacy Policy

3.2. Coverage Validation Requirements

Service Technicians must use the Coverage Check function in GSX to validate coverage and repair type eligibility before starting any authorized repairs. In the event of a coverage dispute, the customer must provide a Proof of Purchase Certificate or a copy of an AppleCare Extended Service Agreement prior to delivery of Covered Repair Service. Information on processing Proof of Purchase and Coverage Validation is provided in Exhibit J: Repair Coverage and Eligibility.

Valid coverage type examples are listed in the table below.

| Valid Coverage Type Examples | |
|--------------------------------------|--|
| Limited Warranty | Repairs are covered under warranty when product hardware fails due to issues with materials or workmanship within one year of the product purchase date. |
| Extended Service Agreements | Agreements, such as the AppleCare Protection Plan, that extend repair coverage up to 5 years for entitled customers and products. |
| Repair Extension Program | At Apple's sole discretion, extends repair coverage on a specific product or part due to a known product or part failure. |
| Customer Satisfaction: CS Code | Issued at Apple's sole discretion to reconcile customer satisfaction issues. If you encounter a customer Satisfaction (CS) Code provided by Apple that is not validated in GSX, you must contact Apple before submitting the repair. |

For more information concerning Coverage Validation, refer to: Exhibit F: Carry-In Repair Service, and Exhibit G: Mail-In Facilitation Service.

3.3. Authorized Service Location Requirements

With the exception of Non-covered Repairs, Mail-In facilitation service, and repairs that only involve DIY parts, each Apple Authorized Service Location operated by Self-Servicer is required to use Apple Certified Macintosh Technicians when conducting diagnostics, Covered Repairs, modifications, alterations and upgrades on Apple hardware products. Failure to comply with this policy may result in corrective action, up to and including recovery of reimbursements paid and contract termination.

An Apple Authorized Service Location is a permanent repair facility that, along with local health and safety regulations, meets the following criteria:

3.3.1. Repair Database

Self-Servicer is encouraged to maintain a repair database that tracks customer information, customer work authorizations and status of repair services. The repair database should be accessible from the service counter, repair bench, parts management area, and service administration area.

3.3.2. Receiving Area

Each authorized Service Location should maintain a receiving area if customers bring their products in for servicing. The receiving area shall be separate from the workshop area where the repair is performed.

If equipment is opened in the receiving area for diagnostic work, the following requirements apply:

- · ESD compliant work surface with an ESD wrist strap and mat
- · Properly grounded workspace
- · Refer to the AppleCare Service Source website for detailed ESD prevention information
- Ethernet port connection (hub, switch, RJ45 cable, etc.)
- Modem port (isolated phone line, RJ11 cable, USB external device with USB cable or Firewire external device with FireWire cable)
- · AirPort Base Station (recommend most current)
- · Internet access either through an Internet Service Provider or LAN/WAN connection

3.3.3. Repair Area and Repair Bench Requirements

The following requirements apply:

- · Ample lighting
- · Large, open, properly grounded workbenches
- · Fire extinguisher
- · Properly grounded, surge-protected power source attached to each workbench
- · ESD compliant mats on all workbenches
- · ESD compliant wrist straps worn when appropriate
- · Periodic inspection of ESD mats and grounding wires to ensure reliable path to ground
- ESD-safe trays/containers for screws, washers, jumpers and cables, etc.

- · Minimum of a 100Base-T Ethernet network connectivity
- · Fthernet Port
- · External USB device
- · External FireWire device
- · External FireWire dock for transferring customer data when upgrading a hard drive
- · Analog or digital telephone line
- · External hard drive (USB, FireWire)
- Monitor (ADC [Flat Panel LCD], RGB [CRT], corresponding DVI-ADC, VGA connectors/ adapters)
- · Shared network printer
- · Test cables (Flat Panel iMac cables, RJ45, RJ11, FireWire, USB, earphones, s-video adapter, etc.)
- · Peripherals (45-, 65-, and 85-W power adapters, Apple Keyboard, Apple Mouse, etc.)
- · AirPort Extreme Base Station (most current model recommended)
- · Tools to perform repairs per Apple Service Manual take apart procedures (custom tools, Flat Panel iMac service stand, CRT discharge tool, screwdrivers, Kapton tape, etc.)
- · CD read/write unit
- · Spare 922- and 661- parts (portable feet, thermal paste, screws, etc.)
- · Capacity to make complete system backups for the purpose of saving the customer's Applications, Library, System and Users folders; settings; and parameters
- · Safety goggles
- · ESD storage bags
- · ESD totes/bins to store open products awaiting parts
- · Apple Diagnostic CDs (AHT, ASD, MacTest Pro, etc.)

3.3.4. Product Storage and Inventory Management Requirements

All products are to be tagged upon arrival with repair order number and customer contact information. Products should be stored in a secure area and organized according to status of repair as follows:

- · Awaiting Repair
- · In Repair
- · Awaiting Part
- · Pending Customer Pickup

All products should be returned to the secure storage area when not on the repair bench. Do not stack stored equipment. Protect equipment from exposure to heat, humidity, sun, dust, liquid and other damaging contaminants. Locate equipment on secure, scratch-resistant shelving away from high traffic areas. Store heavier equipment at waist height, when possible. Portable computers should not be stacked on top of each other or on the side hinge. Store portables on the side that has the latch, in a slotted ESD compliant tote/bin.

3.3.5. Parts Inventory Management Requirements

All service parts, KGB and KBB, must be correctly handled, packaged, and stored in a secure area using ESD storage principles. Keep all incoming good parts (KGB--known good boards) and used bad parts (KBB--known bad boards) in separate, clearly labeled storage and shipping areas. Label specific secure parts storage areas as follows:

- · KGB: Good Modules Part Number 661
- · KGB: Good Modules Part Number 992
- · KBB: Scrap parts
- · KBB: Parts to be Returned

Package and label outbound parts properly before storage. Modules with exposed electronic components must be stored in static-free packaging material. Remember to ensure timely return of these parts in accordance with the turnaround time (TAT) goals described in the Objective Performance Metrics section of this manual.

3.3.6. Changes to Self-Servicer's Name or Service Locations Requirements

Self-Servicers must notify Apple 30 days in advance of adding or closing Service Locations or making any changes to the Self-Servicer's entity name, address, phone, fax, email, bank account, or contact information. For details, refer to: Exhibit B: Service Location and Self-Servicer Updates. Approval of any change is at Apple's sole discretion, and subject to a site review. In the event of new ownership, Apple's service authorization can only be transferred with prior written approval from Apple. During any period of transition from one location to another, Self-Servicers are required to maintain the same facilities and service capabilities specified in this manual.

3.3.7. Global Service Exchange (GSX) System Requirements

GSX provides online parts order management for repair services. All service transactions are facilitated through the GSX service system, the use of which is subject to the terms contained within the GSX application. To access GSX and other Apple Service resources, each authorized Service Location must have Internet access either through an Internet Service Provider or LAN/WAN connection, and a computer system that meets the minimum requirements described below. Wherever possible, Apple recommends the optimal system requirements shown below:

GSX System Requirements

Minimur

- · A minimum of one (1) Macintosh computer (G4 processor or better) with 512 MB of RAM and capable of 16-bit video (thousands of colors)
- · Apple recommends a CPU model less than two (2) years old
- A monitor capable of displaying 16-bit video, with a screen resolution of at least 800 x 600 pixels
- An Apple hard drive or other compatible hard drive with a minimum of 100 MB of free disk space
- · A 33.6 bps or higher modem
- · Mac OS X.x (or later)

Optimal

- A minimum of one (1) Macintosh computer (G5/Intel processor or better) with at least 1 GB of RAM
- · Apple recommends a CPU model less than two (2) years old
- A built-in display, or a display connected to an Apple-supplied video card, capable of displaying 16-bit video with a screen resolution of at least 800 x 600 pixels
- · An Apple hard drive or other compatible hard drive with a minimum of 1.5 GB of free disk space
- · A high-speed Internet connection
- · Mac OS 10.5 (or later)

3.3.8. Apple Certified Macintosh Technician Requirements

When performing Covered Repairs beyond the level of DIY parts, all Apple Authorized Service Locations operated by Self-Servicers are required to use Apple Certified Macintosh Technicians. Maintaining Apple Certified Macintosh Technicians on Self-Servicer's staff is recommended, but not required for Non-covered Repairs, Mail-In facilitation service, and repairs that only involve DIY parts. Becoming an Apple Certified Macintosh Technician requires passing both a software and hardware exam at an authorized Testing Center. For more information, refer to: Exhibit C: Service Technician Certification Requirements.

3.3.9. Operating Process and Documentation Requirements

Apple requires that each Service Location adhere to the following process and documentation requirements:

- Document your administrative procedures and ensure that all staff adhere to them.
- · Create and document an inventory control system to ensure safe, secure storage of parts stock.
- · Implement a call control system for handling customer calls.
- For each authorized Service Location, develop, and test annually, a contingency plan for information and telephone system failure.

3.3.10. Repair Services Record Keeping Requirements

Apple requires that Self-Servicers maintain (and make available upon Apple's request) all service records, including, but not limited to, service orders and service invoices signed by customers, in written form and/or in electronic form, provided such electronic forms are a clear reproduction of the original written documents and are capable of being retrieved for Apple during a scheduled review, for a period not less than 5 years from the date the service event was completed or reimbursement from Apple was made, whichever is later.

These records must be maintained in a secure location. In addition, duplicate records (written and/or electronic) must be maintained in a separate and secure location to ensure backup in the event of loss of the original documents.

If, at Apple's request, the Self-Servicer cannot provide the requested records, Apple may, at its sole discretion, require repayment of sums paid by Apple for any and all unsubstantiated repairs, in addition to any other rights that may be available to Apple. At its request, Apple may require reproductions of written service documents at no cost to Apple.

3.3.11. Account Review and Site Visit Requirements

Apple reserves the right to review Self-Servicer's repair service records during normal business hours for any Covered Repairs. In the event of a site visit for purposes of an account review, Apple will provide commercially reasonable notice.

During an account review, Apple requires all repair documentation, financial records, and other information to assess compliance with the terms set forth in the *Apple Self-Servicing Account Agreement* and *Apple Self-Servicing Account Program Manual*. Self-Servicer, at its expense, shall provide one or more employees familiar with Self-Servicer's record-keeping system to facilitate an account review.

While GSX provides an electronic copy of claims submitted by Self-Servicer, the GSX system does not indicate a customer's acknowledgement of the repair nor indicate the equipment

was returned to the customer upon repair completion. It is the responsibility of the Self-Servicer to capture and retain the requisite service documentation as described in each of the following:

- Exhibit F: Carry-In Repair Service
- · Exhibit G: Mail-In Facilitation Service

If, during an account review, the Self-Servicer limits the scope of investigation or prevents access to certain records, Apple may terminate the investigation and de-authorize the Self-Servicer and its Service Locations immediately, and pursue reimbursement recovery for unsubstantiated claims.

3.4. Apple Service Parts Requirements

Apple requires that all claims related to Covered Repairs receive genuine Apple parts purchased directly from Apple. Any claims submitted that do not substantiate the use of genuine Apple parts procured directly from Apple will be declined. Self-Servicers can only procure Apple service parts from Apple via GSX.

Self-Servicers are prohibited from reselling, or providing free of charge, Apple service parts to unauthorized entities or unauthorized Service Locations. Apple may take action up to and including contract termination against Self-Servicers in violation of this policy.

On occasion, Apple may be unable to fulfill a service part that is identical to the original that needs replacing. In that event, Apple may fulfill the request by providing a Replacement part of equal or greater functionality to the original part.

3.4.1. Using Service Parts for Customer Upgrades

Service Parts: Upgrades using Apple service parts must be conducted as part of a service event. That is, service parts may be used for upgrade only when the product has been brought to the Self-Servicer for repair. An upgrade part can be offered if the customer has a component that matches a currently offered upgrade part (for example, 10GB hard drive upgraded to a 60GB hard drive, or a Combo Drive upgraded to a SuperDrive). An upgrade part can also be offered if the customer's product is in for service for another failed component (for example, if a keyboard is being repaired and, at the same time, the customer would like to upgrade their hard drive). Service parts purchased for upgrade are considered Stock parts and may be refurbished or remanufactured; Apple does not provide part, labor, Onsite or Mail-In reimbursement for Stock parts and a KBB return is not required. Apple warrants its service parts purchased for upgrade against defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase.

Finished Good Parts: From time to time, Finished Good upgrade parts/kits are available through AppleCare. These parts/kits typically carry an "M" part number designation. These parts can be purchased via GSX as stock only and typically must be installed by an Apple Certified Macintosh Technician. These parts/kits are not restricted to resale as a component of a service event.

3.4.2. Consequences of Not Using Genuine Apple Parts in Covered Repairs

If any Covered Repair claims have been paid in error and Apple subsequently ascertains that parts purchased directly from Apple were not used for the repairs, those claims will be charged to the Self-Servicer's account.

3.5. Performance Requirements

Apple requires that Self-Servicers adhere to the performance standards put forward in this section of the *Self-Servicing Account Program Manual*. Consistent failure to achieve the performance goals described herein is grounds for Self-Servicer de-authorization.

3.5.1. Customer Satisfaction Survey

As part of the repair process, Apple surveys customers on their experience. Consistent communications and timely repair delivery are the primary ingredients in a positive Customer Satisfaction rating. Before starting any repair work, set appropriate expectations regarding anticipated costs in the case of a Non-covered Repair and the time to completion. Keep the customer well informed with timely service updates, including when a part is expected or when the product is ready for pickup. Immediately communicate delays due to part availability or Service Location back order. When possible, provide the customer with alternative service options.

Apple's Customer Satisfaction survey is generated based on set criteria. It is important to note that every customer is not surveyed every time they have a service event. One criteria for surveying is that the customer must have a valid email address. Therefore, it is important that you enter customer email addresses when creating repairs in GSX. Apple respects customer privacy, and adheres to the Privacy Policy stated on the Apple website as well as any country specific policies when surveying customers.

Only end user customer email addresses should be placed in the field within GSX. Email addresses of Technical Leads, Service Technicians, et cetera should not be entered. If a customer chooses not to provide his or her email address, enter "refused@apple.com" in the email address field within GSX.

3.5.2. Objective Performance Metrics

Apple measures the performance of both the Self-Servicer and Apple against the four objective criteria listed below:

- · No trouble Found
- · Repair Turnaround Time
- · Parts Per Repair
- · Known Bad Board Return

Note: These performance metrics are used in the AppleCare Service Excellence Program. For details, refer to: Exhibit N: Compensation - Service Excellence.

3.5.3. No Trouble Found (NTF)

The NTF metric is a measured based on repairs performed by a self servicer where the KBB is screened by Apple DC's and its determined that the part had no fault or failure.

3.5.4. Repair Turnaround Time (RepTAT)

The RepTAT metric indicates how quickly your repairs are returned to service. The metric represents the average number of days from the time a customer requests service (GSX creation date) until the time you mark the repair complete (GSX marked complete date and time). Apple and the Self-Servicer share responsibility for execution of RepTAT within the goals shown in the table below (RepTAT Goal column). Self-Servicer's response time goals are reflected in the right-hand column:

| Repair Type | RepTAT Goal | Self-Servicer Response Time Goal |
|------------------------------------|-------------|---|
| Carry-In Repair Service | 3 Days | Diagnose and order parts in GSX within one business day of receipt of repair. Repair computer, call customer for pick up, and mark the repair complete within two business days of receipt of parts. |
| Mail-In Facilitation Service | 4 Days | Diagnose and create a Mail-In Repair in GSX within one business day of receipt of repair. Ship product to Apple same day (if possible) or next business day. Verify repair, call customer for pickup, and mark repair complete in GSX within one business day of receipt of product from the AppleCare Repair Center. |

3.5.5. Parts Per Repair (PPR)

This metric represents the average number of parts used per repair within a given fiscal month. It provides visibility into the effectiveness of the Self-Servicer's diagnostic and repair practices. Rarely are multiple parts required to repair a product. Using the minimum number of necessary parts per repair drives operational excellence by reducing the cost of inventory management.

Note: All Apple-provided information concerning diagnostics should be treated as recommendations only. It is the responsibility of the Self-Servicer to exhaust all possible diagnostic options to reduce the number of parts required to perform the repair. All Knowledge Base articles, Service Manuals, and information provided by Support Agents are guidance only and are never grounds for exemption from PPR scoring.

3.5.6. Known Bad Board Turnaround Time (KBBTAT)

KBBTAT measures the average number of days from the time a Replacement part is shipped from Apple until the defective part is returned. Prompt return of Apple service parts is required for labor compensation and drives operational excellence by allowing Apple to quickly replenish Service Stock for future orders.

Within one business day of Repair completion, Self-Servicers are required to return all parts (KBB, KGB, Diagnostic) to Apple. For details on returning parts, refer to: Exhibit E: Parts Management and Transactions.

4. Consideration

4.1. Compensation

Apple compensates for the labor associated with certain Covered Repairs when coverage includes labor. Labor compensation is not paid on No Trouble Found issues (NTFs), reseating of certain parts, or software configuration-related issues.

Self-Servicers are paid a fixed labor compensation to exchange Modules, replace parts, and make authorized adjustments on each Apple product covered by an Apple One (1) Year Limited Warranty, Apple Parts Ninety (90) Days Limited Warranty, or Extended Service Agreement that includes labor coverage. The reimbursement amount is governed by the applicable Labor Tier and the criteria set forth in Exhibit N: Compensation.

Note: Parts-Only tier Self-Servicers and those with Extended Service Agreements that do not include labor coverage are not eligible to receive labor compensation.

4.2. Terms

The specific terms assigned to a Self-Servicer's account are referenced on each invoice. Credit invoices are available immediately and should be utilized as soon as possible. Debit invoices must be cleared from the account before the due date specified on the invoice. This may be done either through a payment, or if sufficient credit is available, by placing a request with the Apple Accounts Receivable representative to have available credits applied against the debit invoice.

Self-Servicers are liable for payment to Apple for all service-related orders requested by individuals representing their Service Location. Self-Servicers are liable for payment of service-related orders placed via the Internet, by fax, or over the telephone. Service-related orders include, but are not limited to, DIY parts and non-covered Mail-In Repairs. It is the responsibility of Self-Servicer to ensure that individuals from their Service Locations have the authority to request service-related purchases and/or repairs from Apple.

Proactive repairs are not covered by Apple. Self-Servicer's Technicians should only replace parts that are exhibiting failure. In the event a non-failed part is replaced, Apple reserves the right to reverse parts and labor credit, as applicable, for each inappropriate repair performed under Apple's Limited Warranty and Extended Service Agreements. Self-Servicers and their customers are financially responsible for a repair, with no credit reimbursement from Apple for parts or labor, when they request a part be replaced before the part demonstrates a failure.

A. Exhibit A: Self-Servicing Account Program Benefits

Self-Servicing Account program benefits include access to Global Service Exchange (GSX), AppleCare Service Source, the AppleCare Knowledge Base, and the right to copy Apple Service materials for internal use by service personnel. These benefits are subject to change or discontinuance at any time.

A.1. Global Service Exchange (GSX)

GSX, Apple's parts order management system, is utilized to manage repairs and services performed by Self-Servicers. All service transactions are facilitated through Apple's online GSX service system, the use of which is subject to the terms and conditions contained within the GSX application.

System Requirements

To access Apple Service information and resources, you must have Internet access either through an Internet Service Provider or LAN/WAN connection. GSX is a web-based application that works with Safari 1.0 or later on any Mac running Mac OS X version 10.4.11 or later. GSX also works with Microsoft Internet Explorer 6.x and later on computers running Windows XP or Windows Vista. Note that PC users can also run Safari 3.1, which is available for free download at www.apple.com/safari.

A.2. AppleCare Service Source

AppleCare Service Source, which is accessible from the GSX Home page, provides the following troubleshooting and repair resources for Apple products, as well as Self-Servicing Account program information:

- Service Manuals: Comprehensive product information including take-apart, upgrade and repair procedures, basic servicing information, troubleshooting flow charts, product specifications, adjustment procedures, and exploded view diagrams with part numbers.
- Self-Servicing Account Program Manual: Information regarding the performance criteria, business practices, and policies to which participants in Apple's Self-Servicing Account program must adhere.
- Macintosh Diagnostics Tools: Advanced troubleshooting and testing tools for Apple products. Updates are distributed via the web and communicated through AppleCare Service News.
- AppleCare Service News: Bulletins about new or revised service programs and policies.
- · Web Chat Service: Live Web Chat with Apple Technical Service Provider Support.
- · GSX: Parts order management system.
- GSX Web Services: A data exchange mechanism that allows partners to integrate their applications with GSX.

A.3. AppleCare Knowledge Base

The AppleCare Knowledge Base, Apple's official technical support database, contains product descriptions, specifications, compatibility information, troubleshooting advice, system expansion, and hardware and software upgrade information.

A.4. Right to Copy

Self-Servicing Account Program benefits include the "right to copy" Apple Service materials. This includes sharing materials over a network and copying information to a CD, hard drive, and other media. These materials are intended only for internal use by service personnel, contractors, and agents in support of delivering quality Apple Service within Self-Servicer's organization. Copies may not be distributed outside of your authorized Service Location, or given to customers or other organizations.

B. Exhibit B: Service Location and Self-Servicer Updates

B.1. Entity Name, Address, and Status Changes

To update your entity name, address, email, bank account, or other information, select the appropriate downloadable form or send a message to the email address indicated below. Remember, without accurate information, Apple is unable to bill, ship, or refer to your Service Location correctly.

| Country | Service Location Update Forms and Processes | |
|---------|---|---|
| U.S. | General Update Form (U.S.) ▶ | Fax the completed form to Apple Sales Contracts Management at 408-974-4908 |
| | Questions and status inquiries may be directed via email to contracts@apple.com | Or, Mail the completed form to: |
| | | Apple Inc. Sales Contracts Management 1 Infinite Loop, M/S 38-2CM Cupertino, CA 95014 |
| Canada | General Update Form (Canada) ▶ | Fax the completed form to Canadian Sales Contracts Management at 905-477-8668 |
| | Questions and status inquiries may be directed via email to canadacontracts@apple.com | Or, Mail the completed form to: |
| | | Apple Canada Inc. Sales Contracts Management 7495 Birchmount Road Markham, Ontario L3R 5G2 |

C. Exhibit C: Service Technician Certification Requirements

C.1. Authorized Service Technician Requirements

With the exception of Non-covered Repairs, Mail-In facilitation service, and repairs that only involve DIY parts, each Apple Authorized Service Location operated by Self-Servicer is required to use Apple Certified Macintosh Technicians when conducting diagnostics, Covered Repairs, modifications, alterations and upgrades on Apple hardware products. Each Service Location should have at least one Apple Certified Macintosh Technician for every 40 repairs completed per week. Apple Certified Macintosh Technicians are certified to repair Apple desktop, portable, and server products.

C.2. Becoming an Apple Certified Macintosh Technician

Certification to repair Apple Macintosh systems requires passing both a hardware exam and software exam at an Apple Authorized Testing Center or Apple Authorized Training Center. The table below lists the required Apple Certification exams.

| Apple Certified Macintosh Technician (ACMT) | Exam # | Exam Name |
|---|---------|--------------------------------------|
| Hardware Certification | 9L0-006 | Macintosh Service Certification Exam |
| Mac OS Certification | 9L0-061 | Mac OS X v10.5 Troubleshooting Exam |

The Apple Training and Certification website provides detailed information about Apple Certification, preparatory courses, exam registration, and exam fees. As of July 2008, Apple Training offers the following certifications applicable to Service Technicians employed by Self-Servicers:

- Apple Certified Macintosh Technician (ACMT) certification for Service Technicians seeking to repair Macintosh systems, including desktops, portables, and servers. ACMT certification is valid for one year from the date of certification.
- Apple Certified Support Professional (ACSP) certification for help desk personnel, Service Technicians, technical coordinators, and others who support Mac OS X customers or perform Mac OS X troubleshooting and support in schools and businesses.

Note: Apple Certified Support Professional certification is recommended, but not required, for Service Technicians who replace DIY parts or facilitate Mail-In Repairs.

C.2.1. Training Resources

Mac OS and Apple hardware self-paced training is provided online without additional charge to Self-Servicers. By simply clicking the Training & Certification link at the top of the GSX Home page, Service Technicians can prepare for certification exams and keep apprised of new Apple product courses. Leader-led courses are also available. Contact an Apple Authorized Training Center for training classes, dates and locations.

C.2.2. Technician (Tech) ID

A Tech ID is a number assigned from the Apple Certifications website for identification purposes. A Tech ID is required to register for Apple Certification exams and to create a repair in GSX. Service Technicians can use the Apple Certifications website to track and manage their Apple Certifications.

Note: To ensure certifications are properly reflected in GSX, Service Technicians must use the *same* login information (Apple ID) to obtain their Tech ID as they use to access GSX.

C.3. Re-certification Requirements

To remain certified to repair Apple products, Service Technicians must take hardware recertification exams each year before the expiration of their current certification. A Mac OS re-certification exam may also be required if a newly released Mac OS version significantly differs from the previous version.

- · A credit card is required to register and pay for re-certification exams, which are open book and available online
- · Re-certification exams consist of questions on Apple Technology and products introduced in the 12 months prior to the re-certification date
- · Service Technicians who do not satisfy re-certification requirements by the expiration date of their Apple Service Certification will not be eligible to perform Covered Repairs
- Service Technicians may take a re-certification hardware exam up to 12 months after their service certification expires
- · Service Technicians who wait more than 12 months after their service certification expires must retake all Apple Service Certification exams

D. Exhibit D: Apple Business Conduct and Customer Privacy Policies

D.1. Apple Business Conduct and Customer Privacy Policies

Underlying the way we do business at Apple is one fundamental principle: use good judgment. Please review the Apple Principles of Business Conduct and Apple Customer Privacy Policy for the basic legal and ethical parameters under which Apple and all authorized Self-Servicers must operate.

D.1.1. Handling Customer Data

Self-Servicers must respect all customer data and handle it in accordance with Apple's Privacy Policy. Special care must be taken to ensure that customer data is not disclosed to any third party, and therefore any refurbished media that contains customer data must be completely removed or erased prior to any redistribution.

E. Exhibit E: Parts Management and Transactions

E.1. Service Part Types

Three distinct types of Apple service parts are available: Modules, Replacement parts, and "Other" category parts. Ordering information for each part type is listed in the table below.

| Part Type | Ordering Information |
|------------------------------|---|
| Modules | Major functional component of Apple product Eligible for repair coverage Example: Logic board Available for Carry-In Repairs or Stocking Orders The defective Module must be returned on Carry-In Repairs |
| Replacement Parts | Eligible for repair coverage; return of the defective part may be required Example: Power cables, Modem cables Available for Carry-In Repairs or Stocking Orders The defective part should be disposed of in accordance with local regulations (if applicable) |
| "Other" Category Parts | Not eligible for repair coverage Do not normally fail due to material or workmanship issues Example: Screws Available for Carry-In Repairs or Stocking Orders The defective part should be disposed of properly |

Note: Self-Servicers must not represent Apple service Modules or Replacement parts as "New." Some Apple service Modules and Replacement parts may be refurbished or remanufactured.

E.2. Part Numbers, Pricing, and Availability

E.2.1. Part Numbers

A complete listing of the Modules, Replacement parts, "Other" category parts, and Service Training courses offered by Apple is available in the Parts Lookup function in GSX. Self-Servicers pay a discounted price for most service materials. All prices are subject to change without notice.

E.2.2. Pricing

All Modules, and some Replacement parts, have two prices: an Exchange price and a Stock price. The Exchange price is less than the Stock price because it is contingent upon the return of defective Modules or Replacement parts to Apple within a specified number of business days from the date that the order was shipped. For more information, refer to Exchange Module Pricing Criteria.

E.2.3. Availability

Module availability is listed in the details for a specific part number. Availability prior to ordering is listed as "In Stock" or "Out Of Stock." Once the order is placed, a specific ship date will be listed in the repair details.

E.3. Obtaining Service Parts: Carry-In Repairs and Stocking Orders

Obtaining service parts requires Apple Service authorization, a Limited Terms Service Account (referred to as a Sold-To customer number), and an account in good standing. Subject to Apple Service Certification requirements, Self-Servicers can create Carry-In Repairs in GSX and add the service parts needed to complete those repairs, or place Stocking Orders to obtain service parts for stock on hand. Additional information is provided in the table below.

| Transaction | |
|---------------------|---|
| Carry-In Repairs | Appropriate for obtaining service parts (Modules, Replacement parts, or "Other" category parts) in connection with Covered Repairs and Non-covered Repairs In most cases, return of defective service parts to Apple is required |
| Stocking Orders | Appropriate for obtaining service parts for stock-on-hand only. Stocking Orders should not be used to order service parts for a specific Carry-In Repair. Return of defective service parts to Apple is not accepted when they were obtained in connection with a Stocking Order |

E.3.1. Managing Repairs via GSX

When repairing an Apple product, Self-Servicers should create one Carry-In Repair for each serialized product to be serviced. If replacing multiple Modules from one system (for example, a Power Mac G4 Logic Board and Power Supply), order all Modules against a single Carry-In Repair.

Note: When applicable, Covered Repair labor compensation is paid for each repair session, not for each Module. One labor credit is generated per repair session if all Modules are returned within 10 business days and the repair is marked complete at the end of the repair process. Repairs must be marked complete in GSX to initiate the labor compensation process.

Additional service parts can be added to an existing repair, as long as the repair has not yet been marked complete. Upon creating a new repair, GSX automatically determines coverage for the serial number entered. The Coverage Check function provides up-to-date warranty and extended coverage status, as well as the days of remaining warranty or extended coverage for a given product.

With a Carry-In Repair, GSX allows for different service part types to be ordered on one repair (Modules, Replacement parts, and "Other" category parts) with coverage determined for each service part. For example, if Covered Equipment requires a new Module for the repair, the new Module will be covered by Apple (providing the defective Module is returned within 10 business days). If an "Other" category part, such as a package of screws, is also needed to repair the same product, the "Other" part can be included on the same repair and a debit invoice will be issued for the Stock price of the "Other" part. Complete information about creating repairs and ordering service parts is available in the GSX User Guide.

E.4. Module Exchange

Defective Modules (Known Bad Boards-KBBs) are repaired by Apple and placed back in the good parts inventory (Known Good Boards-KGBs). As a result, Self-Servicers must not represent Apple service Modules as "new."

Apple ships KGBs to Self-Servicers when a replacement Module is ordered via GSX. Apple requires the return of a defective Module, or an unused good Module (GPR), within ten (10) business days from ship date of the replacement Module. If more than one Module is requested on the same order, but shipped separately, the return window for all exchange Modules associated with the order is calculated according to the ship date of the last Module shipped. If you add a service part to an existing repair at a later date, the return window for that service part is calculated separately from the return window of the original Modules.

Modules ordered on Stocking Orders are invoiced for the full Stock price, and return of defective Modules is not accepted.

Apple charges the full Stock price for Modules when exchange Modules are returned with accidental damage/abuse, even if the Modules are returned within 10 business days of the date the replacement Module shipped. Self-Servicers returning exchange Modules with accidental damage/abuse must indicate the Modules are accidental damage/abuse by selecting the 'Accidental damage/abuse' box next to the part when creating a new Carry-In Repair in GSX.

E.4.1. Condition of KGBs

The following criteria apply to the cosmetic appearance of KGBs that Apple ships to Self-Servicers:

- · Any portion of a Module that is visible (on the exterior of a product) to the customer when installed may contain minor surface scratches and/or dents.
- · Any portion of a Module that is not visible to the customer when installed must meet the following stated criteria at a minimum:

E.4.1.1. Board Assemblies (PCB)

- Missing pads are allowed as long as no traces connect to the missing pad and a good solder joint is visible on any component or wire that connects to the location.
- · Flux residue may exist.
- Missing solder mask on both the circuit and component side of the board is acceptable.
- Rework jumper wires may appear on either side of the board.
- Gold-plated contact fingers must be free of solder for a minimum of 0.20 inches/
 0.50 centimeters from the leading edge of the bevel.

E.4.1.2. Power Supplies

- Surface scratches are acceptable as long as the casing shape is not deformed. A surface scratch is defined as any mark or impression on the casing surface.
- · Minor dents/bends in the casing up to 0.50 inches/1.27 centimeters in diameter are acceptable provided they do not affect fit and function. The power switch and

cord side shall be free of dents/bends. Any dents/bends in excess of 0.50 inches/ 1.27 centimeters are unacceptable.

E.4.2. Criteria for Returning Modules

Apple requires that all exchange Modules ordered for a repair be returned within 10 business days from the date the replacement Module was shipped to receive the following:

- · Full warranty compensation for Covered Repairs
- · Exchange pricing for Non-covered Repairs

Modules that are returned beyond 10 business days from the date the replacement Module was shipped will be assessed a late fee. All Modules must be returned in the original packaging in which the replacement Module was sent.

Defective Modules must show no signs of modification, accidental damage or abuse to be eligible for exchange. Defective Module returns which are not identical to the shipped replacement Module or contain additional items will be rejected. Apple is not responsible for the return or condition of rejected Modules.

The Parts Lookup function in GSX provides detailed requirements for exchanging specific Modules. When a defective Module is not repairable, discard the defective Module and use a Stocking Order Module. You may order another Stocking Order Module if you wish to replenish your service inventory. The repair is completed in GSX when the Self-Servicer informs Apple there is no KBB to return and marks the repair complete.

E.4.2.1. Module Exchange Eligibility

Modules exhibiting any of the following symptoms may not be returned to Apple:

- · Evidence of spillage: oil, soft drinks, coffee, or any foreign substance
- · Cracked, broken, or burned PC boards
- · Blown ICs/components with damaged substrates
- · Lifted traces/pads caused by unauthorized soldering or other modifications
- Evidence of attempts to rework the power supply at the component level (except for switch replacement)
- Missing components and/or parts
- · Non-Apple product
- · Disk drive head carriage wires exposed, nicked, or cut
- · Disk drive load pads containing any foreign substance
- A Module missing or containing the wrong configuration of ROM or RAM or any proprietary part
- · Improperly packaged Modules
- Modules containing extra parts (for example, SIMMs)

E.4.3. Late Modules

When a returned Module (KBB or GPR) is not received within 10 business days from replacement Module shipment, Apple debits your account the appropriate charge. If the returned Module is received late (between 11 and 20 business days from replacement Module shipment), the appropriate late return credit is issued to your account. If the return

Module is received beyond 20 business days from replacement Module shipment, no credit will be issued. Apple always keeps returned Modules whether or not they are returned late.

To ensure compliance with Apple's Module return policies, Apple recommends that you always return Modules and parts within 48 hours of good part receipt. Invoicing scenarios for exchange Modules that are returned late are summarized in the table below.

Late Modules Invoicing

Covered Repairs

The following scenario applies to invoicing when an exchange Module used in connection with a Covered Repair is returned late (day 11 to day 20 after the replacement Module shipped):

- Àt 11 business days from replacement Module shipment, full Stock price of the Module will be billed to your account.
- If the Module is returned between 11 and 20 business days from replacement Module shipment, a late return credit, minus the restock fee*, will be issued to your account. Example: Module X has a Stock price of \$100 and Exchange price of \$75. On day 11 from replacement Module shipment, Module X has not been returned, so your account is invoiced \$100 (full Stock price). You return Module X late, but before 20 days from replacement Module shipment, so a late return credit for \$87.50 (\$100 Stock price minus \$12.50 restock fee*) is issued back to your account.

Non-Covered Repairs

The following scenario applies to invoicing when an exchange Module used in connection with a Non-Covered Repair is returned late (day 11 to day 20 after the replacement Module shipped):

- · Your account is charged the Exchange price of the Module when it ships.
- At 11 business days from replacement Module shipment, the difference between the Stock price and Exchange price is billed to your account.
- If the Module is returned between 11 and 20 business days from replacement Module shipment, a late return credit, minus the restock fee*, will be issued to your account.

E.4.4. Misidentified Modules

A KBB or GPR is determined to be misidentified if it does not match the KGB that was shipped to the Self-Servicer (excluding Apple authorized substitutions). To correct this situation, you must:

- · Add the correct part that exactly matches the KBB that you removed from the product to the active repair in GSX.
- · Return the good Module that you ordered on your first attempt as a Good Parts Return.
- · Return the KBB from the product to complete that transaction correctly.

Note: If the product has already been removed from your workshop, you must retrieve it to correct the mistake. Please ensure these corrective actions are accomplished within the return window (10 business days). Apple is not responsible for Self-Servicer Module identification errors.

^{*} The restock fee is calculated by subtracting the Stock price from the Exchange price and then dividing that result by two.

E.4.5. Module Rejection Codes

KBBs that are rejected by the warehouse are returned to the Self-Servicer with a KBB error code included on a Problem Product Receipt Notice. Refer to the table below to determine the reason for rejection and, where applicable, the appropriate corrective action.

| KBB Error Type | Reason for Rejection |
|--------------------------------|---|
| KBB Incorrect Address | KBB was returned to incorrect address. Take the following corrective action: In the U.S., return exchange Modules to: Apple Service Operations, 3011 Laguna Blvd., Bldg. A, Elk Grove, CA 95600 In Canada, return exchange Modules to: Apple Service Returns, 7495 Birchmount Rd., Markham, Ontario, L3R 5G2 |
| KBB Multi Pack | Multiple exchange Modules were packed and returned in the same box. Take the following corrective action: In the U.S., return Modules using the EZ Return shipping label (one part per box). In Canada, return Modules using the EZ Return shipping label and a Courier waybill (one waybill per part, one part per box). |
| Misidentified Module | All exchanges must be like-for-like unless specified otherwise in the warranty return section of the part description on GSX. |
| Unauthorized Modification | KBB was modified and does not meet Apple's KBB specifications. Non-Apple parts are not acceptable exchanges. |
| Received an Empty Box | KBB box was empty. |
| Improper Packaging | KBB was packed improperly, which may have resulted in damage. |
| Cracked, Burned, or Damaged | Apple only accepts exchange Modules that can be refurbished. This part was cracked, burned or damaged in such a way that it is beyond repair. Such damage is not covered under warranty and is not eligible for exchange. |
| Missing or Wrong RAM | The RAM on the KBB was missing or incorrect. This part may require certain RAM to be attached when it is returned. See the Warranty Return Notes for this part in GSX for details. |
| Missing or Wrong ROM | The ROM on the KBB was missing or incorrect. This part may require certain ROM to be attached when it is returned. See the Warranty Return Notes for this part in GSX for details. |
| Missing or Wrong SIMM | The SIMM on the KBB was missing or incorrect. This part may require certain SIMM to be attached when it is returned. See the Warranty Return Notes for this part in GSX for details. |

E.4.6. Returning Good Modules to Apple (GPR)

Good Parts Return (GPR) allows Self-Servicers to return good, unused Modules to Apple. The majority of Apple Modules ordered on Covered Repairs and Non-covered Repairs are eligible for Good Parts Return. However, Modules ordered on Stocking Orders are not eligible for Good Parts Return.

Parts returned via GPR must be returned to Apple within ten (10) business days from the order ship date. Self-Servicers must use GSX to facilitate a Good Parts Return.

Note: You must update your transaction in GSX before returning good parts. The GPR option must be updated on the repair in GSX for the warehouse to receive the part as a good Module when it is returned. Locate your order in GSX to select the GPR option.

E.4.6.1. Usage Types

Using Good Parts Return, Self-Servicers may return most Modules (usually 661- part numbers) with usage types other than Known Bad Boards (KBB) on repairs. The two types of Known Good Boards (KGB) are as follows:

- **Unopened Box (UOB)** *Examples: Module was not needed for Carry-In Repair, or repair was cancelled prior to receipt of Module.*
- Diagnostic (DIAG) Examples: Module was installed but did not correct issue, or repair was cancelled after Module was installed and issue isolated.

E.4.7. Returning Known Bad Boards to Apple (KBB Return)

When returning defective Modules, follow the instructions below:

Known Bad Board (KBB) Return Instructions

U.S.

- · Use the preprinted EZ Return label provided on the original shipping box and a Courier waybill.
- Do not include any additional in-box documentation.
- If the original label is unusable or information is missing, you can reprint a new label via GSX (see the GSX User Guide for instructions on reprinting EZ Return labels).
- · Place a preprinted Courier waybill on the top of the box to be returned.

Canada ·

- Use the preprinted EZ Return label provided on the original shipping box and a Courier waybill.
- · Do not include any additional in-box documentation.
- If the original label is unusable or information is missing, you can reprint a new label via GSX (see the GSX User Guide for instructions on reprinting EZ Return labels).
- · Place a preprinted Courier waybill on the top of the box to be returned.

E.4.8. Returning Good Parts to Apple (GPR)

GSX verifies that a part is eligible for Good Parts Return. Parts excluded from GPR include consumable parts (batteries), input devices (such as mice and keyboards), and whole products. When returning Good Parts to Apple, follow the instructions below:

Good Parts Return (GPR) Instructions

U.S.

- · Remove the top label of the preprinted, multilayer label to expose the return label
- · Change the Part Type from KBB (default) to GPŔ
- · Specify "Unopened Box" or "Opened Box" in the appropriate GSX field

Canada ·

- Use the EZ Return label and a Courier waybill; do not to cover up the EZ Return label with the waybill as the EZ Return label contains the repair number
- · Change the Part Type from KBB (default) to GPR
- · Specify "Unopened Box" or "Opened Box" in the appropriate GSX field

E.4.9. Do-It-Yourself (DIY) Parts

DIY parts are customer installable and typically include replacement keyboards, mice, power cables, memory, and modem cables. Availability of DIY parts varies by country/ region. If a customer does not wish to undertake the installation of a DIY part, Apple authorizes Self-Servicers to install the part. However, Apple does not provide Self-Servicers with labor compensation in connection with the replacement of DIY parts.

Choose the appropriate reason listed in the table below when you return a service part that was swapped on behalf of one of your customers through the DIY program.

| Part Return Type | |
|------------------|--|
| Unopened* | Select Unopened when returning a good service part as GPR that has not been opened. Any open boxes, even if you did not use the part, must be returned as Diagnostic or Defective. |
| Diagnostic* | Select Diagnostic box when returning a good service part as GPR that was opened and used, but not needed to complete the repair. |
| Defective | Choose this option when returning a defective Module to Apple. |

^{*} When you select either Unopened or Diagnostic, remember to update your transaction in GSX. As with all GPR transactions, you must initiate a change in GSX before you return a good part.

When returning DIY parts to Apple, follow the instructions below:

| Do-It-Yourself (DIY) Parts Return Instructions | | |
|--|--|--|
| U.S. | Use the EZ Return label. | |
| Canada | Use the EZ Return label and a Courier waybill. Do not cover up the EZ Return label with the waybill as the EZ Return label contains the repair number. | |

E.4.10. GPR Restocking Fees

There are no restocking fees for eligible GPR Modules with a UOB, DIAG or KBB usage type returned within 10 business days from the order ship date.

E.5. Shipping Charges

Refer to the table below to determine the per order shipping charges for parts ordered in connection with Non-covered repairs in your country/region.

| Shipping Charges | | |
|------------------|---------------|--|
| U.S. | \$6.95 (USD) | |
| Canada | \$11.95 (CAD) | |

E.6. Parts Shipment from Self-Servicer to Apple

Following these guidelines when packing and shipping parts to Apple will ensure compliance with Apple's shipping and packing policies.

E.6.1. Packing Parts for Shipment to Apple

Modules must be packaged in the original packaging (or identical packaging) received from Apple. If for some reason Apple packaging is unavailable, use material that duplicates Apple's packaging so that Modules are protected from shipping damage and electrostatic discharge (ESD). Please note that if you return the Module in a different box, a new return shipping label must be attached to the box. Instructions for printing this label can be found in the GSX User Guide. Under no circumstances should "popcorn" or flowable dunnage material be used as a substitute. If the original Apple packaging is unavailable, follow these guidelines:

- · Place the Module in a static-shielding bag to prevent ESD damage.
- · Use a shipping box with dimensions that allow adequate padding all around the Module.
- · Use plenty of foam so that the Module is adequately protected.

E.6.2. Shipping Process

| Shipping Process | | |
|------------------|--|--|
| U.S. | Return packages to Apple using the preprinted EZ Return label attached to the original shipping box. | |
| Canada | Return packages to Apple using the preprinted EZ Return label attached to the original shipping box. Please note that overnight service is not available for return part shipping in Canada. | |

E.7. Part Order Cancellations

Order cancellation requests are handled by Service Provider Support via the GSX Help Form on an exception basis only. If a part is on back-order at the time of order submission, it is possible the part order can be cancelled, however it is not guaranteed. If a part ships before it can be cancelled, it may be eligible for return under the Good Parts Return process. Before placing orders, isolate the cause of the failure, and then verify that you are ordering the correct parts.

E.8. Parts Delivery from Apple to Self-Servicer

E.8.1. Unpacking

Leave exchange Modules unopened in the original package until the Module is used. Carefully examine how the Apple product or exchange Module is packed when you begin unpacking it. Save the packing materials and the packing slip. Information from the packing slip (which is permanently attached to the box) is required for a Covered Repair claim if the Module or the Replacement part is DOA.

E.8.2. Parts Delivery

Delivery durations from Apple to Self-Servicers vary depending on country/region. Review the table below to determine the parts delivery policy for your location.

Apple Parts Delivery Policy

U.S.

- Apple Next Day Delivery is a standard offering available to most service parts customers in the United Sates. Next-day delivery is available for all Covered Repair and Non-covered Repair transactions if next-day delivery is available in the area. Check with the express courier for current delivery times to your locale.
- Parts that are on back order or in short supply will ship overnight when they become available. When parts fulfillment shortages occur, fulfillment of exchange Module orders receive priority over Service Stocking and kit orders. Upon availability, all service parts ship overnight for receipt the following business day.
- Items in the Support Related Fulfillment program are excluded from this program.
- Shipping will be charged per order on outbound shipments (from Apple to you) for repairs not covered by Apple and Stocking Orders for Modules and other parts.

- Canada · Note: Overnight delivery is not available in all areas of Canada.
 - Apple Next Day Delivery is a standard offering available to select service parts customers in Canada. Next-day delivery is available for all Covered Repair and Non-Covered Repair transactions if next-day delivery is available in the area. Check with the express courier for current delivery times to vour locale.
 - Parts that are on back order or in short supply will ship overnight when they become available. When parts fulfillment shortages occur, fulfillment of exchange Module orders receive priority over Service Stocking and kit orders. Upon availability, all service parts ship overnight for receipt the following business day.
 - Items in the Support Related Fulfillment program are excluded from this program.
 - Shipping will be charged per order on outbound shipments (from Apple to you) for repairs not covered by Apple and Stocking Orders for Modules and other parts.

E.9. Dead on Arrival (DOA) Parts and Products

E.9.1. Parts DOA

A part or Module is considered dead on arrival if inoperable when placed in a product for the first time. If a part or Module is DOA, submit a Parts DOA claim in GSX, repair the customer's product with a new good part, and return the defective part or Module to Apple. **Note**: Apple does not provide labor compensation for Parts DOA. Parts DOA and Repeat service claims for Modules require return of the defective part within 10 business days of good part shipment for warranty acceptance; defective replacement parts are not returned. "Other" category parts that are inoperable on arrival require special authorization for replacement from Service Provider Support.

E.9.2. Product DOA

A dead on arrival product is defective out of the box. If a product is not operable upon first and eligible, the product may be returned under the current sales return policy. DOA claims for adjustments or repairs made during pre-sales checkout are valid only if the product is not functional or not within published specifications.

E.10. Vintage and Obsolete Product Groups

Every quarter, Apple reevaluates the service strategy for older, discontinued products.

E.10.1. Vintage Products

Vintage products are those that were discontinued more than five and less than seven years ago. Apple discontinues hardware service for vintage products in all regions except those where required by statute.

Self-Servicers who own products purchased in California, United States, may obtain service and parts for Vintage Products from Apple. In Canada, Apple makes no distinction between vintage and obsolete products. Products classified as vintage in the U.S. are considered obsolete in Canada.

E.10.2. Obsolete Products

Obsolete products and their associated service parts (Modules, Replacement parts, and Other parts) are products that were discontinued more than seven years ago and are no longer available for sale. Apple does not accept or ship any orders for obsolete products.

E.11. CRT/LCD Disposal and Battery Recycling

Worn-out CRT and LCD assemblies and dead batteries cannot be thrown away with household trash because they contain hazardous materials.

You may return worn-out, intact Apple CRTs, LCDs, and batteries directly to Apple (ground shipping) for disposal.

Cracked, broken or leaking CRTs, LCDs, and batteries may not be returned to Apple. Apple will only accept CRTs, LCDs, or batteries that are shipped in their original packing materials. In the event of a broken CRT, LCD, battery, or missing packing materials, you must dispose of the materials in accordance with your local hazardous waste ordinances.

When returning worn-out CRT/LCD assemblies always observe the following requirements:

- · Do not de-vacuum them.
- Enclose them in the packaging in which they were originally shipped or equivalent. Packaging can be purchased direct from Apple via GSX.

When returning worn-out batteries always observe the following requirements:

- · Mark "F/M" or "Free Material" on the outside of the shipping box in bold letters.
- · Contacting the +/- terminals with metal objects such as paper clips or key chains can cause burns or start a fire. Always ship batteries with their protective cover in place.
- · After removing a dead battery from a board, clip off the lead wires and place the battery into the zip-lock wrapper from which the replacement battery was taken.

WARNING: To prevent fire hazard, batteries must be wrapped individually in non conductive material so they do not touch one another.

Ship worn out, intact CRTs and LCDs to Apple at the following address:

| Apple CRT, LCD, and Battery Returns | | |
|-------------------------------------|--|--|
| U.S. | Apple Inc. Battery and Service Recycling 3011 Laguna Blvd., Bldg. A Elk Grove, CA 95600 | |
| Canada | Apple Service Returns 7495 Birchmount Rd. Markham, Ontario L3R 5G2 | |

F. Exhibit F: Carry-In Repair Service

Carry-In service is the repair or replacement of eligible Apple products at an Apple Authorized Service Location. All repairs performed in-house by a Self-Servicer are considered Carry-In service. To determine if a product is eligible for Carry-In service, use the Coverage Check function in GSX.

F.1. Response Time Goals and Process Guide

Apple provides the following response time goals and process guide to ensure consistent, high quality service. Adhering to these requirements will ensure your compliance with Apple's policies and practices for Carry-In service.

F.1.1. Response Time Goals for Carry-In Repair Service

Self-Servicers performing Carry-In service are required to execute repairs within the following Response Time Goals:

- 1. Diagnose and order parts in GSX within one business day of receipt of repair.
- 2. Repair the computer, call the customer for pick up and mark the repair complete within two business days of receipt of parts.
- 3. Return all parts (KBB, KGB, Diagnostic) to Apple via the next scheduled KBB pickup as arranged by the Self-Servicer. To avoid penalties, all KBB returns must appear on a Courier waybill booked for collection within 10 days after shipment of the part from Apple.

F.1.2. Process Guide for Carry-In Repair Service

Step 1. Record Customer Information and Product Information

Gather and enter the following customer and product information in GSX:

- · Customer Name, Address, Phone Number, and Email Address
- · Product Serial Number
- · Unit Received Date and Time (when the product was received for repair)
- Customer Passwords

Step 2. Initial Troubleshooting and Documentation of System Failure

Verify and thoroughly document the failure with the customer present. Gather as much information as the customer can offer (symptoms, perceived issues, passwords, backup availability, etc.).

Note: Proactive repairs are not covered by Apple. Self-Servicers shall replace only those parts that exhibit failure during diagnostic testing.

Step 3. Validate Coverage

If the product requires hardware repair, you must determine if the repair is covered under Apple's Limited Warranty or any other Extended Service Agreements. Use the Coverage Check function on the GSX Home page to validate coverage.

| Valid Coverage Types | |
|--|--|
| Limited Warranty | Repairs are covered under warranty when product hardware fails due to issues with materials or workmanship within one year of the product purchase date. |
| AppleCare Protection Plan and all other Apple Extended Service Agreements | Agreements that extend repair coverage up to 5 years for entitled customers and products. |
| Repair Extension Program | Extends repair coverage on a specific product or part due to a known product/part failure (at Apple's sole discretion). |
| Customer Satisfaction (CS Code) | Issued at Apple's sole discretion to reconcile customer satisfaction escalations. |

Note: If your customer has a Customer Satisfaction (CS) code provided by Apple that is not validated in GSX (at the product or part level), then you must validate this with Apple before submitting the repair.

Resolving Coverage Disputes

In the event of a coverage dispute, the customer must provide the Proof of Purchase Certificate or a copy of an AppleCare Extended Service Agreement prior to delivery of Covered Repair Service. Information on processing Proof of Purchase and Coverage Validation is provided in Exhibit J: Repair Coverage and Eligibility.

Step 4. Validate Service Repair Type Eligibility

Enter the product serial number in GSX to determine if the product that you are servicing is eligible for Carry-In Repair in your region. If the product is ineligible for Carry-In Repair, inform the customer of the available service options:

 Mail-In Facilitation (where applicable): If the repair is eligible for Mail In Facilitation only, inform the customer of the requirement to mail the product to the AppleCare Repair Center. Refer to Exhibit G: Mail-In Facilitation Service for details.

Note: Self-Servicers in the U.S. may choose to mail in products that are eligible for Carry-In Repair provided that the product is also eligible for Mail-In Repair. Mail-In Facilitation is not available for any Apple products in Canada.

• DIY Service (where applicable): If the repair is eligible for DIY service delivery, inform the customer of the option to use Apple's Online Service Assistant to obtain customerinstallable parts. DIY parts are shipped directly to the customer's address. Alternatively, Self-Servicers can order DIY parts and install them for the customer, creating an opportunity for value-added service. There is no charge for the parts in either case. Should the customer choose to have you install the parts, labor reimbursement will not apply.

Step 5. Provide Quote and Receive Written Authorization for Repair Services

Provide a written quote for service and set expectations for any additional charges associated with accidental damage, data transfer, data back up, etc. Have the customer sign a quote authorizing repair services and provide an estimated time to repair according to the service delivery goals.

If the part is not immediately available for a Carry-In Repair, inform the customer of the delay and give them the option to return their product when the part arrives. If the AppleCare Repair Center quotes a turnaround time beyond next day delivery, inform the customer of the delay and provide the revised return delivery.

Step 6. Complete Troubleshooting and Diagnostics

Using the Apple Knowledge Base and other diagnostic tools provided, isolate the cause of failure. Remember that the number of parts used per repair will affect the Service Excellence score for your Service Location. If possible, print out a copy of the System Profiler report before completing the repair. Notify the customer of any changes to the cost estimate.

Step 7. Create the Carry-In Repair in GSX and Order Parts

Create the Carry-In Repair in GSX on the same day the customer drops off the product. Order any required service parts. For details concerning the use of GSX to create Carry-In Repairs and order service parts, refer to Exhibit E: Parts Management and Transactions, and the GSX User Guide.

Step 8. Perform the Repair

Follow Apple troubleshooting, take-apart and repair procedures as a guide when repairing equipment. Priority must be given to the following:

- · Protecting the customer's data and the physical appearance of the customer's product.
- · Preserving the customer's system and communication settings.
- · Reducing the amount of work the customer will have to do to restore the system software.
- · Obtaining the customer's agreement before proceeding with repairs that may result in data loss.
- · Taking care when tightening screws to not over-tighten and cause damage.
- Ensuring that the system passes diagnostic and operating system testing before being considered repaired and returned to the customer.
- · Cleaning the product before returning it to the customer.
- · Marking the repair complete in GSX within 24 hours of repair completion.

Note: Self-Servicers may only use Apple service parts and Modules purchased from Apple via GSX when performing Covered Repairs. GSX tracks each repair from start to finish and publishes the information on the Web so customers may check the status of their repair. For this reason, it is essential that repairs be marked complete in GSX after you have confirmed that the repaired product meets Apple specifications and the customer has been contacted for pick up.

Step 9. Customer Pickup

Contact the customer to inform them that the product is ready for pickup.

Step 10. Documentation and Customer Signature

Obtain the customer's signature on all work orders and keep them on file per the Repair Services Record Keeping Requirements section of this manual. Return the repaired product to the customer with repair process documentation similar to the following:

- · Dates and times for product received, diagnosed, repaired, and customer contacted
- · Statement of work performed
- · Printout of the System Profiler report before the repair (if the profiler was operational)
- · Printout of the System Profiler after the repair

- · Issue reported
- · Detailed description of solution implemented, work performed, and tests run
- · Part numbers and descriptions of all parts ordered and used for the repair
- · Work order (may be part of the statement of work performed) indicating the billable and non-billable components
- · Repair costs (parts, labor, taxes, etc.) if the repair was not covered
- · Statement of warranties affected by the repair

Note: All repairs performed by Self-Servicers should include a printed copy of Proof of Purchase that clearly indicates the product is owned by the Self-Servicer.

When courier services are used for pickup and delivery of products, the Self-Servicer is required to collect the following:

- · Name of the courier company
- Tracking number
- · Signature of the courier when products are dropped off and picked up

Always educate your customer. Where appropriate, recommend any or all of the following:

- · Online support resources at www.apple.com/support
- · Anti-virus and security software
- · Preventive maintenance tips
- · Performance enhancement tips
- · Available AppleCare Protection Plans
- · Self-Servicers are encouraged, at time of customer pickup, to offer the AppleCare Protection Plan (APP) for all computers that don't have APP attached and are eligible for APP (within one year of purchase).

G. Exhibit G: Mail-In Facilitation Service

Mail-In facilitation service is the repair or replacement of select Apple products at an AppleCare Repair Center. This service is not available in all countries/regions of the world.

Self-Servicer's customers may contact Apple directly to arrange Mail-In facilitation service or Self-Servicer may facilitate the process for them by creating a Mail-In Repair in GSX. Self-Servicers are not compensated for facilitating Mail-In Repairs. When Mail-In Repairs are Non-covered Repairs, Apple charges Self-Servicer for parts and labor according to a flat-rate schedule (see Flat Rates below).

Note: In Canada, portable products are not eligible for Mail-In facilitation service.

G.1. Response Time Goals and Process Guide

Apple provides the following response time goals and process guide to ensure consistent, high quality service. Adhering to these requirements will ensure your compliance with Apple's policies and practices for Mail-In Facilitation service.

G.1.1. Response Time Goals for Mail-In Facilitation Service

Self-Servicers performing Mail-In Facilitation service are required to execute repairs within the following Response Time Goals:

- 1. Diagnose and create a Mail-In Repair in GSX within one business day of receipt of repair.
- 2. Ship the product to Apple the same day (if possible) or next business day.
- 3. Verify the repair, call the customer for pickup, and mark the repair complete in GSX within one business day of receipt of product from the AppleCare Repair Center.

Note: When you create a Mail-In Repair in GSX for a display, the AppleCare Repair Center will send the appropriate shipping waybill and box for the display provided you select the "Ship Box" option. Wait for these items to arrive and use them to ship the display. Display shipping boxes should only be used for a single repair instance, not for multiple transits. Refer to the Facilitation Shipping Instructions for Portable Products article for additional information.

G.1.2. Process Guide for Mail-In Facilitation Service

Step 1. Record Customer Information and Product Information

Gather and enter the following customer and product information in GSX:

- · Customer Name, Address, Phone Number, Email Address
- · Product Serial Number
- · Unit Received Date and Time (when the product was received for repair)
- · Customer Passwords

Step 2. Validate Mail-In Eligibility

Enter the product serial number in GSX to validate that the product you are servicing is eligible for Mail-In Repair in your country/region.

Step 3. Troubleshooting Diagnostics and Documentation of System Failure

Verify and thoroughly document the failure with the customer present. Gather as much information as the customer can offer (symptoms, perceived issues, passwords, backup availability, etc.). You must provide specific information describing the hardware failure and the steps to reproduce. Isolate the failure and determine the appropriate Customer Symptom Code.

Note: Diagnose thoroughly! Self-Servicers will be billed for repairs sent to an AppleCare Repair Center that result in a "No Trouble Found" status.

If you are unable to confirm a specific hardware diagnosis or Customer Symptom Code, use the Technical Service Provider Support web chat service via AppleCare Service Source to get assistance. Sending products to Apple for evaluation when you are unsure of the diagnosis results in service delays, and possible labor and shipping charges.

Note: In some circumstances, ordering customer-installable parts for portable computers rather than facilitating repairs to an AppleCare Repair Center will resolve certain issues more quickly and result in increased customer satisfaction.

If you are able to isolate your customer's issue to a customer-installable part such as a battery, power adapter, or keyboard, <u>do not</u> mail the product to Apple for repair. Instead, order the part in GSX. To determine which parts may be customer installable, use the Parts Lookup function in GSX.

Step 4. Validate Coverage

If the product requires hardware repair, you must determine if the repair is covered under Apple's Limited Warranty or any other Extended Service Agreements. Use the Coverage Check function on the GSX Home page to validate coverage.

| Valid Coverage Types | |
|--|--|
| Limited Warranty | Repairs are covered under warranty when product hardware fails due to issues with materials or workmanship within one year of the product purchase date. |
| AppleCare Protection Plan and all other Apple Extended Service Agreements | Agreements that extend repair coverage up to 5 years for entitled customers and products. |
| Repair Extension Program | Extends repair coverage on a specific product or part due to a known product/part failure (at Apple's sole discretion). |
| Customer Satisfaction (CS Code) | Issued at Apple's sole discretion to reconcile customer satisfaction escalations. |

Note: If your customer has a Customer Satisfaction (CS) code provided by Apple that is not validated in GSX (at the product or part level), then you must validate the CS Code with Apple before submitting the repair.

Resolving Coverage Disputes

In the event of a coverage dispute, the customer must provide the Proof of Purchase Certificate or a copy of an AppleCare Extended Service Agreement prior to delivery of Covered Repair Service. Information on processing Proof of Purchase and Coverage Validation is provided in Exhibit J: Repair Coverage and Eligibility.

Step 4.a. Specify the Appropriate Flat Rate for Non-Covered Repairs

If the repair is a Non-covered Repair (for example, out of warranty), you must specify the appropriate Flat Rate for both parts and labor. Before quoting a repair price, be sure you have chosen the correct Flat Rate for the product you are sending to Apple for service (GSX will indicate the Flat Rate service fee).

Note: Flat Rate service fees do not apply to damage caused by accident or abuse. In that case, the appropriate Tiered Rate applies (see Accidental Damage Repair Pricing for Mail-In Portables).

Step 5. Provide Quote and Receive Written Authorization for Repair Services

Explain to the customer that the product will be mailed to the AppleCare Repair Center and that AppleCare diagnostics may determine that additional or different parts than those indicated by the Self-Servicer's diagnostics may be required to repair the customer's product. Provide a written quote for service and set expectations for any additional charges associated with accidental damage, data transfer, data back up, etc.

Have the customer sign a quote authorizing Mail-In Repair services and provide an estimated time to repair according to the service delivery goals.

Step 6. Prepare the Product for Mail-In Facilitation

Step 6.a. Disable Security Software

Disable any security software installed on the customer's product, or provide the admin name and password to the AppleCare Repair Center. If the AppleCare Repair Center cannot access the system as a result of security software installed on the internal hard drive, the repair will be delayed and the product may be returned unrepaired.

Step 6.b. Perform System Backup

Hard drives may need to be reformatted or replaced based upon further testing performed at the AppleCare Repair Center. Replacing a logic board affects authorization to play music purchased from the iTunes music store. Always advise customers to back up their data, including iTunes music, and to de-authorize their computer before facilitating a repair to Apple. Refer to About iTunes Store Authorization and De-Authorization for more details, including what to do when customers have not de-authorized their computer before a repair.

Step 7. Create the Mail-In Repair in GSX

Create the Mail-In Repair in GSX on the same day the customer drops off the product. GSX requires a Purchase Order number for all Mail-In Facilitations. If the repair is a Non-covered Repair, specify the appropriate Flat Rates fees. If the damage is caused by accident or abuse, apply the appropriate abuse Labor Tiers in GSX. For details concerning the use of GSX to create repairs and order service parts, refer to Exhibit E: Parts Management and Transactions, and the GSX User Guide.

Step 8. Order Packaging

For portable product Mail-In Facilitation, Apple recommends that Self-Servicers maintain stocking inventory of packaging materials. You may pre-order packaging materials through

GSX just as you would any other Stocking Order part. Alternatively, you may order packaging at the time you create the service Notification in GSX, but the purchase price will include an administrative fee. Individual boxes requested as part of a repair are billed monthly and not included on each repair.

When facilitating portable product repairs, do not include any accessories such as cables, additional batteries, or adapters unless specifically requested to do so. Accessories shipped with a portable product may not be returned by the AppleCare Repair Center and cannot be claimed as a missing item to Apple.

When you create a Mail-In Repair in GSX for a display, the AppleCare Repair Center will send the appropriate shipping waybill and box for the display provided you select the "Ship Box" option. Wait for these items to arrive and use them to ship the display. Display shipping boxes should only be used for a single repair instance, not for multiple transits.

Package the product using approved Apple packaging materials and the instructions provided within. Always use the correct packaging materials for the product you are shipping. Using incorrect packaging materials may result in damage during shipping.

Note: Apple does not require that you use a new shipping box for every portable repair. The AppleCare Repair Center will replace boxes as needed before returning repaired products so that you may reuse shipping boxes indefinitely. Boxes are shipped through United Parcel Service (UPS). When in stock, boxes should be received within three to five business days of ordering. See Exhibit E: Parts and Transaction Management, Parts Delivery from Apple and Facilitation Shipping Instructions for Portable Products for more information.

Step 9. Ship the Product to the AppleCare Repair Center

It is critical that you ship product repairs to the correct AppleCare Repair Center to avoid service delays. Refer to Facilitation Shipping Instructions for Portable Products for more information.

Note: Shipping and handling fees will be levied when Apple must redirect shipment of portable products sent to the incorrect AppleCare Repair Center.

Step 10. Monitor GSX for Mail-In Facilitation Escalations

Questions from AppleCare Repair Centers concerning Mail-In Repairs will be sent directly to you via GSX. The badge in GSX indicates if escalations are awaiting your response. Email notifications for Mail-In Repair escalations must be enabled in the Update Account Profile function in GSX.

All Service Locations are required to monitor and respond to any escalations associated with Mail-In Repairs by the next business day.

Step 11. Mark the Repair Complete

You must mark Mail-In Repairs complete after you have received a repaired product from Apple and verified the product is operational. Inspect products and mark them complete in GSX immediately upon receipt. More details on how to create Mail-In Repairs in GSX are available in the GSX User Guide.

Note: Self-Servicers are encouraged, at time of customer pickup, to offer the AppleCare Protection Plan for all computers that don't have APP attached and are eligible for APP (within one year of purchase).

G.2. Apple Only Service Products

In certain countries/regions of the world, Apple is the only authorized Service Provider for selected products. In some cases, a Self-Servicer may act as an intermediary in the repair process. If you do facilitate such a repair, the AppleCare Repair Center will send you the applicable shipping box to use for the product.

H. Exhibit H: Onsite Repair Service

Onsite service is the repair or replacement of eligible Apple products at the customer's location, provided that location is within a 50-mile/80-kilometer radius of an Apple Authorized Service Provider. Use the Coverage Check function in GSX to determine if a product is eligible for Onsite service.

Note: Self-Servicers are not authorized to perform Onsite repair service. All repairs performed in-house by Self-Servicers must be created as Carry-In Repairs, even when performing repairs that require travel to another location.

H.1. Requesting Onsite Repair Service

For eligible products, Self-Servicers may request Onsite repair service performed by an Apple Authorized Service Provider (AASP) in one of two ways:

- · By contacting a local AASP and requesting *Indirect Onsite* repair service.
- By calling the AppleCare contact center and requesting *Direct Dispatch Onsite* repair service.

In some countries/regions, Self-Servicers participating at the Parts-Only tier may request Onsite repair service by creating an Onsite repair in GSX. GSX will determine, from the service account number, which type of Onsite repair to process. Onsite repair transactions initiated by Self-Servicers are billed and credited to the Direct Dispatch Service Provider's service account.

Note: Self-Servicers participating at the Parts-and-Labor tier should not create Onsite repairs in GSX. Apple will not send a Direct Dispatch Service Provider to your location. You will be required to perform the repair and will not receive travel compensation.

Indirect Onsite: To request Indirect Onsite repair service from a local Apple Authorized Service Provider, follow the steps below.

- 1. Visit www.apple.com.
- 2. Choose the appropriate country/region from the pop-up menu.
- 3. Click the Where to Buy or Find a Reseller option in the navigation bar.
- 4. Click the **Service Provider Locator** link or choose **Find Service**, and then follow the instructions.
- 5. If you are able to locate an AASP within 50 miles/80 kilometers of the product's location, contact the AASP to request Onsite repair service. If the product is not in a covered location, then Carry-In service is the only option available.

Direct Dispatch Onsite: To request Direct Dispatch Onsite repair service, call AppleCare Support in your country/region. Apple will send a Direct Dispatch Service Provider to the location to perform the repair, subject to troubleshooting the issue and determining parts needed for the repair.

I. Exhibit I: iPhone Direct Service Program

The iPhone Direct Service Program provides access to Apple's online Global Service Exchange system, enabling organizations in the U.S. to save time by directly returning iPhones to an AppleCare Repair Center for service and by ordering replacement in-box accessories, such as iPhone Stereo Headsets. *This program is not currently offered in Canada*.

I.1. Program Requirements

Organizations interested in participating in the iPhone Direct Service Program must meet the requirements listed below.

- · Own at least 100 Apple iPhones and eligible accessories covered by the Apple One (1) Year Limited Warranty or the AppleCare Protection Plan for iPhone
- · Only use the program for the Apple iPhone products owned by their organization
- Maintain a Limited Billing Service Account ("Service Account") with Apple for use when
 placing iPhone service orders—required regardless of any existing accounts an
 organization has with Apple, including Self-Servicing Accounts

AppleCare will set up a Service Account for the organization's use when placing iPhone service orders. To establish a Service Account, an authorized representative of the organization will be required to acknowledge acceptance of a *Limited Billing Service Account Terms and Conditions of Sale Agreement*. Additionally, an *Apple Business Credit Application* may be required if the entity is a private institution.

I.2. Participation

To participate in this program, please submit the following information in an email addressed to svc.authorize@apple.com with the subject *iPhone Direct Service Program*.

- 1. Approximate number of Apple iPhone products purchased within the past 12 months:
- AT&T Referral (BusinessCare Representative) or Apple Referral (Account Executive)

First and Last Name:

Email Address:

Headquarters Information (principal place of business)

Organization Type (education, business/enterprise, or government agency):

Entity Type (public or private):

Exempt from State Sales Tax (no, yes, or n/a):

Entity's Legal Name:

Doing Business As (DBA):

Address:

City:

State:

Zip Code:

4. Authorized Representative Information

First and Last Name:

Title:

Email Address:

Phone Number:

Apple reserves the right to make final determinations on whether organizations are eligible to participate in the iPhone Direct Service Program. Program participants must maintain the necessary administrative and technical resources, and internal policies and procedures to remain in compliance with Apple's standards. At Apple's sole discretion, the policies, terms, and conditions set forth herein may be modified periodically. For more information about this program, please submit questions to ids.program@apple.com.

J. Exhibit J: Repair Coverage and Eligibility

J.1. Coverage Types

The following summarizes Apple's Limited Warranty types, Extended Service Agreements, and special service exceptions. Self-Servicers must not charge their customers for Covered Repairs. Repairs not covered by Apple are payable by the customer.

J.1.1. Apple Limited Warranty Types

The following describe Apple's limited warranties:

J.1.1.1. Apple One (1) Year Limited Warranty

Apple warrants its hardware products (including products refurbished by Apple) against defects in materials and workmanship under normal use for a period of one (1) year from the date of retail purchase by the original end-user purchaser. For detailed information, see the Apple One (1) Year Limited Warranty and other hardware warranties.

J.1.1.2. Apple Parts Ninety (90) Days Limited Warranty

Apple warrants its Apple-branded hardware parts against defects in materials and workmanship under normal use for a period of ninety (90) days from the date of retail purchase by the original end-user purchaser. Replacement parts and Modules are included in this coverage. Modifications and damage caused by misuse or accident may void this warranty. For detailed information, see the Apple Parts Ninety (90) Days Limited Warranty.

| Limited Rep | Limited Repeat Service and Parts DOA | | | |
|------------------------------|---|--|--|--|
| Limited Repeat Service | Limited repeat service applies when a customer's product is repaired successfully, then has a repeat failure of the same service part. For Modules or Replacement parts that fail within 90 days, create a repair in GSX. GSX will assign the proper coverage at the service part level. Limited repeat service applies in instances in which the product was initially repaired and was in working order. The customer must provide proof of the prior repair. The repair must be for the same serialized product, and the same service part number(s) on the same product as the original repair. | | | |
| Parts DOA | A service part is considered DOA (Dead-On-Arrival) if inoperable when placed in a product for the first time. If a service part is DOA, submit a Parts DOA claim in GSX and repair the customer's product with a new good service part. Return the defective service part to Apple. | | | |

Note: Apple does not provide labor compensation for Parts DOA. Parts DOA and repeat service claims for Modules require the return of the defective Module within 10 business days of good Module shipment for warranty acceptance; defective Replacement parts are not returned. "Other" category parts that are inoperable on arrival require special authorization for replacement from Technical Service Provider Support.

J.1.2. Extended Service Agreements

Apple offers customers repair coverage options that extend beyond the term of the Apple One (1) Year Limited Warranty. Consult the specific coverage information below for further details on these options:

J.1.2.1. AppleCare Protection Plan

Extends repair coverage beyond the Apple One (1) Year Limited Warranty up to a total of three years, depending on the product, from the date of original purchase for parts and labor. AppleCare Protection Plan also includes telephone support for select Apple-branded software as described in the AppleCare Protection Plan Terms and Conditions document.

J.1.2.2. Extended Service Agreements

Multi-year, Extended Service Agreements are custom designed to meet the needs of institutional customers (schools, government, large business, etc.).

J.1.3. Special Service Exceptions

In the following situations, Apple may choose to cover a repair for a product that is otherwise not eligible for coverage. All special service exceptions are at Apple's sole discretion.

J.1.3.1. Repair Extension Programs

Repair Extension Programs apply when Apple decides to extend repair coverage beyond the original terms of the warranty. Repair Extension Programs cover specific repairs on specific products and are validated by serial number, product type, and special repair codes. For products currently covered under Apple's Repair Extension Programs, refer to: Exhibit K: Repair Extension Programs.

J.1.3.2. Customer Satisfaction (CS) Exceptions

Apple may grant an exception to a customer to repair or replace a failed product. Customer Satisfaction exceptions are validated in GSX by the serial number. Customer Satisfaction exceptions are only authorized by Apple.

J.2. Coverage Eligibility and Validation

Before initiating a repair, Self-Servicers must validate that the product qualifies for coverage. Apple will not compensate Self-Servicers for service parts or labor on repairs that do not meet the criteria outlined in the *Self-Servicing Account Program Manual*. GSX will confirm coverage eligibility upon entry of the product serial number. If GSX indicates that the product is not within its warranty period or covered by an AppleCare Extended Service Agreement, you can upload acceptable documentation demonstrating otherwise. Proof of Purchase documentation must be scanned and the soft copy uploaded into GSX before submitting the repair to Apple

To upload Proof of Purchase documentation to Apple via GSX, follow these steps:

- 1. Save the Proof of Purchase (POP) document you will be uploading as a .pdf file. *Title the POP document with the serial number of the product being repaired.*
- 2. Click the Upload button in the Coverage Info section that appears on the second screen of a new repair.
- 3. Select the appropriate file to upload.
- 4. Click the Upload button to send the file to Apple.

5. Complete and submit the repair to Apple.

Note: In the event of coverage dispute, printed copies of coverage validation or the GSX repair confirmation page must be kept on file as proof of coverage documentation for a period of not less than five (5) years.

J.2.1. Acceptable Proof of Coverage

Any of the following constitute acceptable proof of coverage.

J.2.1.1. GSX Eligibility Confirmation

The Coverage Check function in GSX automatically validates current coverage eligibility, both for the entire product and at the service part level. GSX will also validate coverage for AppleCare Protection Plan and other AppleCare Extended Service Agreements. If GSX does not validate coverage, any of the following are acceptable substitutes.

J.2.1.2. Proof of Purchase (POP)

Apple provides Proof of Purchase documentation with all products and services sold. To be valid, a Proof of Purchase must meet the following criteria:

- 1. The POP must be legible (screen shots are not acceptable)
- 2. The POP must include the following information:
 - · Date of purchase
 - · Invoice or receipt number
 - · Sale price
 - · Reseller information and, if possible, the company seal or logo
 - Product Serial Number (if the serial number is not listed on the POP write it in before performing the repair)

J.2.1.3. Internal Purchase Records

A copy of Self-Servicer's internal purchase records indicating the date of the original purchase can be used for proof of coverage eligibility.

J.2.2. Non-Covered Repairs

Repairs of Apple products that are beyond the terms of an Apple Limited Warranty, Apple Extended Service Agreement, or have not been granted a special service exception by Apple, are not covered by Apple. Service parts for these repairs may be ordered directly from Apple. Apple will not compensate Self-Servicers for labor on Non-covered Repairs.

J.2.3. Coverage Validation

To ensure compliance with Apple's coverage validation requirements, always follow the steps outlined in the following Process Guides, which are included as exhibits to the *Self-Servicing Account Program Manual*:

- Exhibit F: Carry-In Repair Service
- · Exhibit G: Mail-In Facilitation Service
- Exhibit H: Onsite Repair Service

Note: Apple investigates all suspicious coverage validation claims. Using fictitious customer information, serial numbers, or Self-Servicer information will void the claim and/or lead to civil and criminal penalties, reimbursement recovery, and agreement termination.

Defaced Serial Numbers

If the serial number on the product has been removed, defaced, or changed in any way, warranty and Extended Service Agreement coverage is void.

J.3. Coverage Exclusions and Invalid Claims

Apple will not provide service part or labor reimbursement for repairs that do not meet the coverage criteria described in this exhibit. The following coverage exclusions and invalid claims criteria apply.

J.3.1. Coverage Exclusions

Repair coverage will be denied if:

- · A whole product is sent to Apple, without authorization from Apple
- The Apple One (1) Year Limited Warranty, AppleCare Protection Plan, or AppleCare Extended Service Agreement has expired
- An Exchange Module sent to Apple has unauthorized modifications or performance enhancements
- · A Module or Replacement part is burned, blown, cracked, or otherwise damaged beyond repair
- · The device is packaged improperly
- · Fictitious customer information is submitted.
- · The repair is conducted by a Technician who was not certified or qualified by Apple
- · A PO box is listed for Indirect Onsite repairs (must be customer's repair location).

J.3.2. Invalid Claims

Repair claims are deemed invalid when any of the following apply:

J.3.2.1. No Trouble Found

The system is defined as functional if it passes diagnostics and runs known, good software. If the programs run as they should, the system is functional. For suspected intermittent issues, run the appropriate diagnostic test overnight on the system. However, if you run the test overnight and still find no issue, a Covered Repair claim cannot be submitted. Notify customers about the potential charges associated with No Trouble Found service notification before running diagnostics.

J.3.2.2. Proactive Repairs

A proactive repair is a repair of a service part that is not exhibiting failure. Covered Repairs should only be transacted when a service part is exhibiting a failure. If a non-failed service part is replaced, Apple reserves the right to remove service parts and labor reimbursement, as applicable, for each inappropriate repair performed under Apple's Limited Warranty and Extended Service Agreements.

J.3.2.3. Unauthorized Modifications

All unauthorized modifications void the Apple One (1) Year Limited Warranty unless it is clear that there is no relation between the modification and the product failure. Any modification that permanently alters the basic Module and makes it unfit for the Module "exchange pool" voids the Limited Warranty. For example, attempts to rework the power supply at the component level will void the warranty. Opening an iPod will void the product warranty.

J.3.2.4. Accidental Damage, Abuse and Acts of Nature

Repair coverage does not apply if the Apple product has been damaged by accident, abuse, misapplication or act of nature. Any extraordinary wear and tear, such as a foreign substance (glue, beverages, oil, and so on) in the subassembly, voids coverage. Defective exchange Modules that are cracked, burned or damaged, showing evidence of damage beyond repair, are rejected by the warehouse and repair coverage is denied.

J.3.2.5. Operator Errors

Issues pertinent to operator error are not covered by Apple. Customer requests for technical assistance with software, configuration, system connectivity, etc. are not eligible for coverage via the Self-Servicing Account program. Common customer errors (such as improper connectors, loose peripheral connections, and so on) are not covered.

J.3.2.6. Non-Apple Peripherals

Non-compatible peripherals may also void the warranty, if the non-compatible peripheral induced the failure.

J.3.2.7. Software Issues

Software configuration, diagnostics, and reinstallation of software are not covered by Apple. For Mail-in hard drive replacement under warranty, Apple will reinstall the same system software version. The customer must reinstall all other software, or at their expense, have Self-Servicer perform the installation.

J.3.2.8. Batteries

Apple's warranty does not cover parts that fail because their consumable components have depleted over time. Once a battery experiences a certain number of discharge cycles, its chemical components fully deplete, and the battery fails to hold a charge. This result is normal and does not indicate a defect in the battery. Only batteries that fail due to defect during the warranty or extended coverage period are eligible for reimbursement.

Note: Batteries are not covered under AppleCare Extended Service Agreements. You and your customers can refer to the Apple Batteries document for more information on Apple batteries and battery-powered products as well as useful tips for their care. See Apple Notebooks to learn how to maximize the lifespan and battery life of Apple notebooks.

K. Exhibit K: Repair Extension Programs

K.1. Repair Extension Programs (REP)

From time to time, Apple may extend coverage for repair of specific parts and/or products due to known issues with said parts and/or products. The decision to offer Repair Extension Programs is at Apple's sole discretion and does not extend Apple's Limited Warranty coverage.

Note: Part availability may be subject to constraints for any Repair Extension program. Please be aware of such part constraints (if applicable) and set customer expectations accordingly. In instances of part constraints, consider suggesting to customers that they delay immediate repair of any issue that is not business critical, if possible, so that part constraints may be alleviated at the beginning of any repair extension program.

To learn more about currently active Repair Extension Programs, refer to: Repair Extension Programs.

L. Exhibit L: Billing and Payment

L.1. Limited Terms Service Account

Apple will provide Self-Servicers a Limited Terms Service Account to use when placing service orders such as DIY parts, Multi-Pack service parts, Mail-In facilitation service, and Carry-In Repair service.

L.2. Repair, Stocking Order, and Fulfillment Invoices

Apple provides three different invoice types: Repair, Stocking Order, and Support Related Fulfillment (SRF) invoices. All invoice numbers start with the number "9."

Repair Invoices

A repair invoice may reflect a credit or a debit. Credit and debit invoices are balanced against each other by Apple Accounts Receivable.

Stocking Order Invoices

Stocking Orders are always debit invoices and the invoice is issued when the part ships. If multiple parts ship separately, each generates its own invoice.

Support Related Fulfillment Invoices

Support Related Fulfillment orders are always debit invoices and the invoice is issued when the part ships.

L.2.1. Exchange Module Returns (KBB and KGB) and Replacement Parts

For all exchange Modules, Apple requires that the Module be returned within ten (10) days of the date that the Replacement part was shipped to Self-Servicer. Failure to return exchange Modules within 10 days will result in the invoicing of additional charges as described below.

Note: A Self-Servicer may have different Module return goals to accommodate logistical constraints unique to a given Service Location. Custom Module return goals are spelled out in the agreement for the specific Service Location. In Canada, all KBB returns to Apple are via ground service.

L.2.1.1. Covered Repairs

Self-Servicers are not charged for Modules used in Covered Repairs provided that the defective Module is returned to Apple within 10 business days of the date the replacement Module was shipped. GSX tracks return of Modules and generates debit invoices for late or non-returned Modules. When a Module return falls outside the 10 business day window, a Stocking Order invoice is issued debiting the full Stock price of the Module. If the returned Module is received between 11 and 20 business days from original shipment, Apple will keep the Module and issue a Repair Invoice for late return credit equal to the full Stock price less a restocking fee. If the returned Module is received beyond 20 business days from original shipment, Apple will keep the Module and no credit invoice will be issued.

L.2.1.2. Accidental Damage/Abuse Repairs

Apple issues a Stocking Order invoice for the full Stock price of Modules used to repair accidental damage/abuse.

L.2.1.3. Out-of-Warranty Exchanges

For repairs not covered by a Limited Warranty, AppleCare Protection Plan, or Extended Service Agreement, Apple charges the Exchange price if the exchange Module is returned within 10 business days of the date the replacement Module shipped. When a Module return falls outside the 10 business day window a Stocking Order invoice is issued debiting the difference between the Stock price and the Exchange price. If the returned Module is received between 11 and 20 business days from original shipment, Apple will keep the Module and issue a Repair Invoice for late return credit equal to the full Stock price less a restocking fee. If the returned Module is received beyond 20 business days from original shipment, Apple will keep the Module and no credit invoice will be issued.

Note: Non-covered Modules invoice when the replacement Module is shipped.

L.2.1.4. Restocking Fee

The restocking fee is calculated by subtracting the Stock price from the Exchange price and then dividing that result by two.

L.2.2. Labor Compensation

Labor compensation credits for Self-Servicers participating at the *Parts-and-Labor tier* will invoice on a daily basis (where applicable) with a separate document for each repair.

L.2.3. Mail-In NTF

Self-Servicers are charged a labor fee in the event of a Mail-In Repair with a status of No Trouble Found (where applicable).

L.3. Credit and Debit Memos

Additional credits and debits applied to your account are announced with credit or debit memos mailed separately from regular invoices (where applicable). Credit or debit memos are applied to your account only to correct previous billing errors. Credit and debit memos should be handled just like regular invoices.

Note: Credit memos begin with the digits 95 and Debit memos begin with 96.

The resulting credit or debit is posted to your account as an open line item. Credits may be taken immediately, and debits should be paid, or have credits applied to them, within the terms specified on the invoice. Refund requests and requests to have credits applied to certain debits should be communicated to the Apple Accounts Receivable representative assigned to your account. Use the Statements Online function in GSX to identify your Apple Accounts Receivable representative.

L.4. Billing Inquiry and Dispute Resolution

Invoice disputes are handled by the Service Provider Support team via the Billing Inquiry function in GSX. You may create a Billing Inquiry in GSX concerning service invoices 24 hours a day, seven days a week. All billing inquiries must be submitted within 30 days of the invoice due date to be considered for review. Billing inquiries submitted after the deadline will not be considered. Apple reserves the right to correct billing inaccuracies as far back as one (1) year.

L.5. Non-Billing Inquiries

The following issues cannot be resolved through the Billing Inquiry function of GSX:

- · Placing, accepting, declining or canceling orders
- · Inquiries regarding declined orders
- · Providing invoice statements
- · AppleCare Service Excellence scoring and Self-Servicer labor compensation information
- · Parts availability
- · Shipment tracers
- · Requesting service Return Material Authorizations
- · AppleCare Protection Plan enrollments
- · Other administrative policies and procedures

If you have any questions concerning these issues, refer to Exhibit M: Support Resources and Escalation Paths.

M. Exhibit M: Support Resources and Escalation Paths

M.1. Self-Help Resources

Apple provides a variety of online self-help resources for Self-Servicers to research answers for administrative and technical issues before contacting Apple for one-on-one support. Apple requires that Self-Servicers leverage these resources before escalating an issue to Apple.

M.1.1. Apple Software Updates

Current versions of Apple software updates, including printer drivers, system utilities, system enablers, and system updates (for which Apple does not charge) are available on the Apple Downloads website.

M.1.2. AppleCare Service Source and Knowledge Base

AppleCare Service Source and the AppleCare Knowledge Base contain documents about Apple products that were made from 1998 and later. These resources can help you find Service News articles, recent announcements, specifications, software updates, technical solutions and troubleshooting tips.

M.1.3. Coverage Validation

The Coverage Check function in GSX provides validation of coverage for a given serial number.

M.1.4. GSX Parts Look Up

GSX Parts Look Up allows you to research service parts, part costs, part availability, BOMs, and part level serial numbers.

M.1.5. Self-Servicing Account Program Manual

This Self-Servicing Account Program Manual and its associated exhibits provide comprehensive coverage of the policies and procedures that Apple requires of all Self-Servicers. Questions and feedback regarding the Self-Servicing Account program can be addressed via email to ssa.program@apple.com.

M.2. Technical and Administrative Support

Apple provides one-on-one support for administrative (non-technical) inquiries via the GSX Help Form, email, and telephone (where applicable). For technical inquiries, Apple provides one-on-one support six (6) days a week (Monday through Saturday), 24 hours per day via Web Chat or email. To ensure a timely response to your support request, it is important to distinguish between technical and administrative issues and to direct them to the correct support resources (shown below). For more information concerning technical and administrative support contacts, refer to Contact Methods and Response Time Goals.

M.2.1. Technical Support

Technical Service Provider Support is available for reconciliation of technical inquiries only. Do not submit administrative inquiries via Technical Service Provider Support. Apple requires that you research your issue via AppleCare Service Source and the AppleCare Knowledge Base before contacting Technical Service Provider Support.

Technical support requests may be submitted in one of two ways using the following links on AppleCare Service Source:

- The **Chat with an Agent** link provides a convenient method for submission of urgent technical issues using a standard web browser and internet connection.
- The **Email and Agent** link is a convenient method for submission of non-urgent technical issues.

M.2.1.1. Submitting Technical Support Requests via Web Chat

You may chat live with a Technical Service Provider Support agent by clicking the **Chat with an Agent** link on AppleCare Service Source and following the online instructions.

When to use Web Chat

When you are having trouble finding a resource, or have a quick question about a technical issue. If you expect the conversation to be lengthy or highly detailed, consider submitting an email instead.

Web Chat Requirements

Only Apple Certified Macintosh Technicians may initiate a Web Chat and they must have a valid Tech ID. Please do not contact Web Chat support until you have consulted other Apple's self-help resources (Service Manuals, Knowledge Base articles). The Web Chat service operates in English only, and supports the following web browsers:

- · Safari v1.1 or later for Mac OS X
- Microsoft Internet Explorer for Windows v6.0 or later; or Safari 3.1, which is available for free download at www.apple.com/safari
- · Firefox v1.5 or later for Mac OS X and Windows

Web Chat Response Time Goals

Apple endeavors to respond to all requests for Web Chat support within one minute of submission.

Web Chat Transcripts

The transcript of all Web Chat exchanges is saved by Apple, and remains available to Self-Servicers. Should a follow-up Web Chat be necessary regarding a previous request, Self-Servicer's Technicians should provide the original Case ID so that the case may be continued.

Web Chat Hours of Operation

U.S. and Canada: six (6) days a week (Monday through Saturday), 24 hours per day.

M.2.1.2. Submitting Technical Support Requests via Email

You may submit non-urgent technical support requests via email by clicking the **Email an Agent** link on AppleCare Service Source and following the online instructions.

When to use Email Support

When your technical support request is non-urgent or highly detailed, consider submitting it via email.

Email Support Requirements

Only Apple Certified Macintosh Technicians may submit an email support request and they must have a valid Tech ID.

Email Support Response Time Goals

Apple endeavors to respond to all requests for Email Support within two business days.

Email Support Hours of Operation

U.S. and Canada: You may submit an email support request 7 days a week, 24 hours per day. Apple answers emails Monday through Friday during standard business hours.

M.2.2. Administrative Support

For non-technical inquiries, Apple provides the following support channels. Do not submit technical support requests via any of these channels.

M.2.2.1. GSX Help Form

Use the GSX Help Form, which is located on the GSX Home page, for assistance concerning GSX access rights, usage, order placement, order status, Service Excellence scores and compensation.

M.2.2.2. Certifications

- Submit questions concerning Apple Service Technician certification to svc.trng@apple.com.
- Submit questions concerning all other Apple certifications to certifications@apple.com.

M.2.2.3. Coverage Disputes

In the event of coverage disputes, you may upload Proof of Purchase documentation via GSX when creating the repair.

M.2.2.4. Administrative Support

If you cannot reconcile your administrative support request via one of the online channels above (GSX Help Form, Web Chat, etc.), you may call Service Provider Support toll free at 877-576-2775, Monday - Friday, from 12:00 p.m. (Noon) to 4:00 p.m., central time.

M.3. Contact Methods and Response Time Goals

Refer to the table below to determine appropriate escalation paths, contact methods and response time goals for your support request. Listed response times are goals, not guaranteed response times.

| Technical Support Troibleshooting help Validation of known issues Web Chat or Email support via the links on AppleCare Service Source Warranty Compensation Warranty Compensation Warranty Compensation Repair billing disputes Service Excellence scoring Compensation questions Service Excellence Related as the issue Sex Help Form or SPS at 877-576-2775, Option 1 1 business day The individual Service Excellence Related as the issue Sex Help Form or SPS at 877-576-2775, Option 1 Immediate via Website Dispatch status Dispatch statuy Dispatch statuy Dispatch statuy Dispatch statuy Dispatch statuy Dispatch status Dis | | | | |
|--|--------------------------------|--|--|---|
| Support Troubleshooting help Validation of known issues Warranty Compensation Service Excellence scoring Compensation C | Issue Type | Examples | Contact Methods | Response Times |
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| (such as the change, addition or removal of a Service Location) (such as the change, addition or removal of a Service Location) (such as the change, addition or removal of a Service Location) (such as the change, addition or removal of a Service Location) (such as the change, addition or removal of a Service Location) (b.8-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 1 business day Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 1 business day Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management at 408-974-4908 Canada: Fax a General Up | Accounts Receivable | invoices Requests for refunds for service credits Reconciliation of financial documents on the account (for example, posting checks, | Specialist for the account in question. To find your A/R Specialist, click Statements Online in GSX - the specialist's name and phone number will be on the upper right side of | 2 business days |
| Relations contact (800-275-2273) Canada: 800-263-3394 Request transfer from Call Director Self-Servicing - Program questions rogram questions - Program feedback ssa.program@apple.com 2-3 business days | Account Management | (such as the change, addition or | to Contracts Management at 408-974-4908 Canada: Fax a General Update Form to Contracts Management | 7-10 business days |
| Account Program feedback | Customer Relations | | (800-275-2273) Canada : 800-263-3394 Request | 1 business day |
| SPS = Service Provider Support | Self-Servicing Account | | ssa.program@apple.com | 2-3 business days |
| | | | | |

N. Exhibit N: Compensation

N.1. Baseline Compensation and Labor Tiers

The baseline compensation paid to Self-Servicers for Covered Repairs is determined according to the complexity of the repair. Each Apple product and service part is assigned to a labor tier and each labor tier is assigned a compensation rate that varies by country/region. Self-Servicer's monthly Service Excellence score is applied to the baseline compensation labor tiers to determine the amount paid per repair for the following fiscal month. Questions regarding baseline compensation rates can be addressed via email to ssa.program@apple.com — please include your GSX Sold To account number.

N.2. Compensation Inquiries

Labor compensation inquiries in the U.S. and Canada will be reviewed by Apple only if they are submitted within 60 days from the date of invoice.

N.3. Labor Compensation Criteria

Labor compensation is subject to the following criteria:

- · Only Self-Servicers participating at the Parts-and-Labor tier of Apple's Self-Servicing Account program are eligible to receive labor compensation. *Self-Servicer's participating at the Parts-Only tier are not eligible to receive labor compensation.*
- Labor compensation applies to Covered Repairs performed by an Apple Certified Macintosh Technician assigned to Self-Servicer's account, and only when coverage includes labor.
- Self-Servicers must mark repairs complete in GSX within 30 days from the creation date; otherwise, Apple will close the repair and no labor compensation will be paid.
- · Defective parts and Modules must be returned within 10 business days.
- Labor compensation is paid to Self-Servicers per repair, not per part shipped (including multiple shipments due to DOA parts). Note that repeat service claims are considered separate repair sessions.
- · Labor compensation is paid to Self-Servicers only for Modules and Replacement parts that are assigned Labor Tier 2 and above. If you are unsure of a part type, refer to the labor tier assigned to the part in GSX.

Note: Labor compensation is not paid on Mail-In Repairs (where applicable), Non-covered Repairs, No Trouble Found (NTF) issues, re-seating of certain parts, or issues related to software configuration.

N.4. Exchange Module Pricing Criteria

To remain eligible for Exchange Module pricing, parts and Modules must be returned as follows:

- · Within 10 business days from good part shipment without a late fee
- · Within 20 business days from good part shipment with a late fee

Exchange Modules whose return date ages beyond 20 days from good part shipment are billed at the Stock price, not the Exchange price. For more detailed information, refer to Exhibit E: Parts Management and Transactions.

N.5. Managing Credits and Debits

For each invoice, compensation credits are applied according to the current Labor Tiers and the Service Excellence Multiplier. If the invoice includes parts for Non-covered Repairs as well as Covered Repairs, credits are first applied to the debits associated with the non-covered parts. For instance, if the invoice includes parts to upgrade the RAM while conducting a Covered Repair of the Main Logic Board, the credit for repairing the Main Logic Board will be applied to the debit for the RAM upgrade. If the reimbursement credits exceed the total debits, the resulting credit is posted to your account. Debits must be paid or have credits applied to them, within the terms specified on the invoice. Refund requests and requests to have credits applied to certain debits are to be communicated to your Apple Accounts Receivable contact. To find your A/R Contact, click Statements Online in GSX - the contact's name and phone number will be on the upper right side of your statements.

N.6. Service Excellence

AppleCare Service Excellence (ACSE) is a performance incentive program that measures Service Location performance against four performance metric criteria:

- · First Time Fix
- · Parts Per Repair
- · Repair Turnaround Time
- · Known-Bad-Board Turnaround Time

The program allows Self-Servicers participating at the Parts-and-Labor tier to increase the labor compensation that they receive for performing Covered Repairs by delivering world-class service in accordance with Apple's policies and standards. Total Service Excellence Scores are calculated at the end of the Apple fiscal month based on that month's repair activity. The score that each Service Location achieves determines its Service Excellence Multiplier, which can range from 100 percent to 165 percent. Paid compensation is determined as follows:

- 1. Total Service Excellence Score x Attainable Bonus = Earned Bonus
- 2. Earned Bonus + 100% = Service Excellence Multiplier
- 3. Service Excellence Multiplier x Baseline Compensation = Paid Compensation

N.6.1. Eligible Factors for Scoring

Prior to calculating performance metrics, Apple determines which repairs, products, and parts are eligible for scoring under the Service Excellence program. Factors considered by Apple include:

- · Service Repair Type
- · Products and Parts
- · Coverage Type
- · KBB Return Codes

N.6.1.1. Eligible Service Repair Types

AppleCare uses service repair type to track repairs across different service delivery channels. Eligible service repair types for each Service Excellence performance metric are indicated in the table below:

| Service Repair Type | FTF | PPR | RepTAT | KBBTAT |
|------------------------|----------|----------|----------|----------|
| Carry-In | Eligible | Eligible | Eligible | Eligible |
| Indirect Onsite | Eligible | Eligible | Eligible | Eligible |
| Direct Dispatch Onsite | | | | |
| Mail-In Facilitation | | | | |

N.6.1.2. Eligible Products and Parts

Occasionally, AppleCare may exclude certain products or parts from the calculation of Service Excellence performance metric rates. Such exclusions apply to all Service Locations within the same region. AppleCare will notify Self-Servicers via Service News Articles and/or the GSX Message Center when products or parts are excluded from Service Excellence scoring.

N.6.1.3. Eligible Coverage Types

AppleCare uses a variety of coverage types to track entitlement for Covered Repairs. Eligible coverage types for each Service Excellence performance metric are indicated in the table below:

Note: Not all coverage types are applicable in all countries/regions.

| Coverage Type | FTF | PPR | RepTAT | KBBTAT |
|----------------------------|----------|----------|----------|----------|
| Apple Limited Warranty | Eligible | Eligible | Eligible | Eligible |
| AppleCare Parts Agreement | Eligible | Eligible | Eligible | Eligible |
| AppleCare Protection Plan | Eligible | Eligible | Eligible | Eligible |
| AppleCare Repair Agreement | Eligible | Eligible | Eligible | Eligible |
| Custom Contract | Eligible | Eligible | Eligible | Eligible |
| Customer Satisfaction Code | | | | Eligible |
| DOA Coverage | Eligible | | Eligible | Eligible |
| Extended Coverage | Eligible | Eligible | Eligible | Eligible |
| Internal Repairs | Eligible | | | Eligible |
| Lost Shipments | Eligible | | | Eligible |
| | | | | |

| Coverage Type | FTF | PPR | RepTAT | KBBTAT |
|------------------------|----------|----------|----------|----------|
| Missing Upon First Use | Eligible | | | Eligible |
| Out of Warranty | Eligible | | Eligible | |
| Power Train Coverage | Eligible | Eligible | Eligible | Eligible |
| Quality Program | | | Eligible | Eligible |
| Repeat Service | | | | Eligible |
| TriCare Coverage | Eligible | Eligible | Eligible | Eligible |
| | | | | |

N.6.1.4. Eligible KBB Return Codes

Apple uses a variety of KBB Return Codes to track parts returned to the Apple warehouse. KBB Return Codes may be viewed at the part level within GSX. Eligible KBB Return Codes, which apply only to the PPR and KBBTAT Service Excellence performance metrics, are indicated in the table below:

| KBB Return Code | | PPR | KBBTAT |
|-----------------|-----------------------------|----------|----------|
| | Blank | Eligible | Eligible |
| ABU | Customer Abuse | | |
| CTS | Convert To Stock | | |
| DIAG | Diagnostics | Eligible | Eligible |
| DOA | Dead On Arrival | Eligible | Eligible |
| GPR | Good Parts Return | Eligible | Eligible |
| KBB | Known Bad Board | Eligible | Eligible |
| RROV | Return Requirement Override | Eligible | Eligible |
| | | | |

N.6.2. Performance Metrics

As noted earlier, the AppleCare Service Excellence Program uses four performance metrics to measure Service Location performance. Rates are calculated and points are earned in each performance metric category. Each performance metric contributes 25 percent towards your Total Service Excellence Score.

- · First Time Fix represents the percentage of eligible repairs performed that did <u>not</u> return for repeat service within 30 days of being marked complete in GSX.
- · Parts Per Repair represents the number of eligible parts used per eligible repair in the fiscal month.
- · Repair Turnaround Time represents the average number of business days elapsed between the Unit Arrival date/time and the Marked Complete date/time.
- · Known Bad Board Turnaround Time represents the average number of whole business days elapsed between good part shipment and bad part receipt.

N.6.2.1. First Time Fix (FTF) Metric

Repeat repairs are a primary driver of customer dissatisfaction. Ensuring a positive service experience requires accurately diagnosing the cause of failures and carefully verifying repairs. Apple measures this using the First Time Fix metric, which is a rate representing the percentage of repairs performed at your Service Location that do not return for repeat service.

Each month, Apple counts the FTF eligible repairs that were marked complete in the previous fiscal month. The serial numbers associated with those repairs are monitored for a period of 30 days from the marked complete date to determine if any of them return for repeat service. Repairs associated with serial numbers that do not return for repeat service within 30 days are considered *Unique Repairs*.

The First Time Fix rate is calculated as follows:
 Unique Repairs ÷ Eligible Repairs = FTF Rate

Note: Repeat repairs due to Apple Service Parts that fail under warranty are not included in the calculation of your First Time Fix rate.

In the example shown below, the Service Location performed five eligible repairs during month one. At the end of month two, each of the serial numbers repaired during month one are evaluated to determine if any have returned for repeat service within 30 days of their marked complete date. In this case, one serial number has returned for repeat service. The result is a FTF rate of 80% (4 Unique Repairs ÷ 5 Eligible Repairs).

Example: FTF Rate Calculation

| 5 Eligible Repairs | | 4 Unique Repairs | = 80% FTF Rate |
|-----------------------------|---------------|-----------------------------|--|
| Repair #5 | KW945BJH | Unique Repair | |
| Repair #4 | WK456BHJ | Unique Repair | |
| Repair #3 | WE657KBH | Repeat Repair | 4 Unique Repairs ÷ 5 Eligible Repairs |
| Repair #2 | W345BEHJ | Unique Repair | |
| Repair #1 | WEBJ45678 | Unique Repair | |
| Month 1 Eligible Repairs | Serial Number | Month 2 Unique or Repeat | Calculation |

N.6.2.2. Parts-Per-Repair (PPR) Metric

One of the best ways to evaluate the effectiveness of diagnostics and repair services is to measure the number of parts used per repair. Apple's research has shown that the vast majority of Covered Repairs can be performed using a single part. However, this requires that Service Technicians diagnose and troubleshoot thoroughly and, wherever possible, isolate the failure to a single component.

The Parts-Per-Repair metric represents the number of parts used per repair at your Service Location during the fiscal month. This value is expressed as a rate.

The Parts-Per-Repair rate is calculated as follows:
 Eligible Parts Used ÷ Eligible Repairs = PPR Rate

Note: Apple's PPR goals consider the need for an occasional multi-part repair. Also, parts sent to replace DOA service parts are <u>not</u> included in the calculation of the PPR rate for your Service Location.

In the example shown below, the Service Location used a total of 11 eligible parts to perform 10 eligible repairs. The result is a PPR rate of 1.10 (11 Eligible Parts Used \div 10 Eligible Repairs).

Example: PPR Rate Calculation

| Eligible Repairs | Eligible Parts Used | Calculation |
|---------------------|------------------------|------------------------|
| Repair #1 | 1 | |
| Repair #2 | 1 | |
| Repair #3 | 1 | |
| Repair #4 | 1 | |
| Repair #5 | 1 | 11 Eligible Parts Used |
| Repair #6 | 1 | ÷ 10 Eligible Repairs |
| Repair #7 | 1 | |
| Repair #8 | 1 | |
| Repair #9 | 1 | |
| Repair #10 | 2 | |
| 10 Eligible Repairs | 11 Eligible Parts Used | = 1.10 PPR Rate |

N.6.2.3. Repair Turnaround Time (RepTAT) Metric

AppleCare's customer satisfaction surveys consistently show that repair turnaround time is a top predictor of overall satisfaction. The Repair Turnaround Time metric represents the average duration, measured in business days and hours, of eligible repairs performed at your Service Location during the fiscal month. Repair Turnaround Time duration is determined for each eligible repair closed within the fiscal month by adding the number of business days between the GSX Unit Arrival date/time and the Marked Complete date/time. Accordingly, Service Technicians should always enter the correct unit arrival date in GSX and remember to mark repairs complete upon verification.

The Repair Turnaround Time rate is calculated as follows:
 Duration of Eligible Repairs ÷ Eligible Repairs = RepTAT

Repair Turnaround Time duration is measured in local business days and hours according to the Apple Factory Calendar. Each business day is equal to 9 business hours. Weekends, Apple-recognized holidays, and delays due to part availability are not included in the measurement of the Repair Turnaround Time metric. Apple always rounds the part shipment start date to the next whole business day. So, if a part is ordered on Monday and shipped later the same day, the RepTAT duration start time is rounded to 8:00 a.m. the following business day.

In the example shown below, the Service Location performed five eligible repairs. Each repair has its own duration, which added together totals 19 days. The result is a RepTAT of 3.80 days (19 Days Duration \div 5 Eligible Repairs).

Example: RepTAT Calculation

| 5 Eligible Repairs | 19 Days Duration | = 3.80 Days RepTAT |
|--------------------|------------------|--|
| Repair #5 | 3 days | |
| Repair #4 | 4 days | J 1 |
| Repair #3 | 3 days | 19 Days Duration ÷ 5 Eligible Repairs |
| Repair #2 | 4 days | |
| Repair #1 | 5 days | |
| Eligible Repairs | Duration | Calculation |
| | | |

N.6.2.4. Known Bad Board Turnaround Time (KBBTAT) Metric

Apple must maintain availability of service parts for a wide variety of products. Self-Services help us meet this challenge by expediting the return of Known Bad Boards. Returned service parts are an important part of Apple's parts fulfillment strategy, which refurbishes select service parts to replenish part inventories. Refurbished service parts lower the cost associated with global parts fulfillment and help Apple ensure that replacement parts are available when you need them.

The Known Bad Board Turnaround Time metric represents the average duration, measured in whole business days, that elapses between good part shipment from the Apple warehouse and bad part receipt at the Apple warehouse. KBBTAT duration is determined for each eligible order by adding the number of whole business days elapsed between good part shipment to bad part receipt, less holidays and weekends.

KBBTAT is determined by adding the total number of business days between good part shipment and bad part return for all orders with returnable parts and dividing by the total number of orders with returnable parts.

The Known Bad Board Turnaround Time metric is calculated as follows:
 Total Duration ÷ Eligible Orders = KBBTAT

Note: KBBTAT duration is measured in local business days according to the Apple factory calendar. Apple always rounds partial days up to the next whole business day. Weekends and Apple-recognized holidays are not included in the calculation of KBBTAT duration.

In the example below, the Service Location returned parts for five eligible orders. Each order has its own duration, which added together totals 31 days. The result is a KBBTAT of 6.20 days (31 Days Duration ÷ 5 Eligible Orders).

Example: KBBTAT Calculation

| Eligible Orders | Duration | Calculation |
|-------------------|------------------|---|
| Order #1 | 5 days | |
| Order #2 | 6 days | |
| Order #3 | 8 days | 31 Days Duration ÷ 5 Eligible Orders |
| Order #4 | 5 days | J |
| Order #5 | 7 days | |
| 5 Eligible Orders | 31 Days Duration | = 6.20 Days KBBTAT |

N.6.3. Service Excellence Goals

The AppleCare Service Excellence program has five achievement levels per performance metric: 25 points, 20 points, 15 points, 10 points, and 5 points. Goals for each achievement level are aligned with the historical performance of all Service Locations in your region and account for occasional multi-part repairs, repeat repairs, and the average shipping turnaround time in your geographic area.

At the end of each week, Apple totals the four performance metric rates for each Service Location and displays them in the Service Excellence pane of GSX. Each week, the reports are updated cumulatively until the end of the fiscal month at which time Apple calculates the final rates for the entire month. The final rates are compared to a range of Service Excellence goals to determine the points earned in each Performance Metric category towards the Total Service Excellence Score for the month.

Note: The example goals shown below are for illustrative purposes only. The actual goals for your Service Location are displayed in the badge area of the Global Account Performance system.

Example Service Excellence Goals

| | Performan | ce Goals by | / Metric | etric | | | |
|--------------------------|-----------|-------------|----------|----------|--|--|--|
| Points Earned Per Metric | FTF | PPR | RepTAT | KBBTAT | | | |
| 25 Points | ≥ 98.0% | ≤ 1.10 | ≤ 3 Days | ≤ 4 Days | | | |
| 20 Points | ≥ 97.5% | ≤ 1.15 | ≤ 4 Days | ≤ 5 Days | | | |
| 15 Points | ≥ 97.0% | ≤ 1.20 | ≤ 5 Days | ≤ 6 Days | | | |
| 10 Points | ≥ 96.5% | ≤ 1.25 | ≤ 6 Days | ≤ 7 Days | | | |
| 5 Points | ≥ 96.0% | ≤ 1.30 | ≤ 7 Days | ≤ 8 Days | | | |
| No points earned if | < 96.0% | > 1.30 | > 8 Days | > 8 Days | | | |
| | | | | | | | |

In the Total Service Excellence Score calculation example below, the Service Location's performance metrics for the current month are FTF = 80.0 percent, PPR = 1.10 parts, RepTAT = 3.80 days, and KBBTAT = 6.20 days. The corresponding points earned per metric are highlighted in the table below. The points earned yield a Total Service Excellence Score of 55 points (0 FTF points + 25 PPR points + 20 RepTAT points + 10 KBBTAT points). In turn, this score results in a Service Excellence Multiplier of 136 percent.

Example: Total Service Excellence Score Calculation

| | Performance Goals by Metric | | | | | | |
|--------------------------|-----------------------------|-----------|-----------|-----------|--------------------------|--|--|
| Points Earned Per Metric | FTF | PPR | RepTAT | KBBTAT | Calculation | | |
| 25 Points | ≥ 98.0% | ≤ 1.10 | ≤ 3 Days | ≤ 4 Days | | | |
| 20 Points | ≥ 97.5% | ≤ 1.15 | ≤ 4 Days | ≤ 5 Days | _ | | |
| 15 Points | ≥ 97.0% | ≤ 1.20 | ≤ 5 Days | ≤ 6 Days | 0 FTF + 25 PPR | | |
| 10 Points | ≥ 96.5% | ≤ 1.25 | ≤ 6 Days | ≤ 7 Days | + 20 RepTA + 10 KBBTA | | |
| 5 Points | ≥ 96.0% | ≤ 1.30 | ≤ 7 Days | ≤ 8 Days | _ | | |
| No points earned if | < 96.0% | > 1.30 | > 8 Days | > 8 Days | | | |
| | 0 Points | 25 Points | 20 Points | 10 Points | = 55 Points | | |

N.6.4. Service Excellence Multiplier

The Service Excellence Multiplier is a bonus applied to the baseline labor compensation paid for eligible repairs performed at your Service Location. Once monthly, your Total Service Excellence Score is multiplied by the Attainable Bonus amount set by Apple (currently 65%) to determine the Earned Bonus for your Service Location. Scores earned in the current month affect your paid compensation in the following month.

As noted earlier, paid compensation is determined as follows:

- 1. Total Service Excellence Score x Attainable Bonus = Earned Bonus
- 2. Earned Bonus + 100% = Service Excellence Multiplier
- 3. Service Excellence Multiplier x Baseline Compensation = Paid Compensation

In the examples shown below, the Service Location's Total Service Excellence Score in each month is multiplied by the Attainable Bonus to produce the Earned Bonus. The Earned Bonus plus 100% yields the Service Excellence Multiplier, which is then multiplied by the Baseline Compensation amount to determine Paid Compensation for eligible repairs performed in the subsequent fiscal month at that Service Location.

Example: Service Excellence Multiplier

| Total Service Excellence Score | | Attainable Bonus | | Earned Bonus | | Service Excellence Multiplier |
|-----------------------------------|---|---------------------|---|-----------------|----------|----------------------------------|
| Month 1: 0 | Х | 65% | = | 0% | + 100% = | 100% for Month 2 |
| Month 2: 20 | х | 65% | = | 13% | + 100% = | 113% for Month 3 |
| Month 3: 55 | Х | 65% | = | 36% | + 100% = | 136% for Month 4 |
| Month 4: 75 | Х | 65% | = | 49% | + 100% = | 149% for Month 5 |
| Month 5: 100 | Х | 65% | = | 65% | + 100% = | 165% for Month 6 |
| | | | | | | |

N.6.5. Service Excellence Reporting

AppleCare Service Excellence scoring data for each Service Location is accessible via the GSX Home page (with appropriate privileges). Each Self-Servicer location can view scores for each category and detailed information behind the scores. Score details will be viewable for six months after the scores are tabulated. Click on the scoring category name (Parts Per Repair, First Time Fix, Repair Turnaround Time, KBB Turnaround Time) to view detailed information. An example Service Excellence Report is shown below.

Example: Service Excellence Report

| Summary | | |
|---|----------------|--------|
| Baseline compensation to be paid on each eligible repair at 165%. | | |
| Details | | |
| Category | Rate | Points |
| Parts Per Repair Rating | 1.0 | 25 |
| First Time Fix Rating | 100.0% | 25 |
| Repair Turnaround Time Rating | 1.335 | 25 |
| KBB Turnaround Time Rating | 2.722 | 25 |
| | Total SE Score | 100 |

More detailed Service Excellence reporting is available via the Global Account Performance system.

N.6.6. Additional Service Excellence Program Information

AppleCare recommends that service managers and technicians review the Frequently Asked Questions (FAQ) documents, Job Aids, and Webcasts that provide detailed explanations of the program parameters and Apple's recommended best practices. These resources are available on the *AppleCare Service Excellence* page, which is accessible from the Quick Links section of *AppleCare Service Source*.

O. Exhibit O: Support Related Fulfillment

Support Related Fulfillment (SRF) allows customers to replace missing or damaged items bundled with current Apple hardware and software products and some legacy products. Such items include media (CDs, DVDs) and manuals (User Guides).

Current product is defined as product on Apple's Finished Goods Price List or product that was removed from the price list less than 18 months ago. Products are considered "legacy" when they have been off the Apple Price List for 18 months or longer. Not all legacy products are available through SRF. If a product is not available, SRF will endeavor to replace the item with a newer version, as long as the version will work with the customer's current hardware and system software.

O.1. Ordering

Manuals and media for hardware products are available through GSX as a Fulfillment Order. A Purchase Order number is required for all GSX Fulfillment Orders. Software product replacements are not available via GSX. Customers who request software product replacements should be referred to Apple.

Every effort will be made to replace items with the same product. However, if the version utilized by the customer is not available, it may be replaced with a newer version or a similar product substitute.

Note: Support Related Fulfillment does not replace hardware items including, but not limited to, Memory and Internal Cards.

O.2. Support Related Fulfillment Contacts and Delivery Goals

SRF Contacts and Delivery Goals

U.S. · Express ship

· Express shipping is available for billable orders for a fee.

Express shipping is only offered from AppleCare at 800-275-2273.

 Orders for available parts will arrive within three to seven days, depending upon the shipping destination

Canada

· Express shipping is available for billable orders for a fee.

· Express shipping is only offered from AppleCare at 800-263-3394.

 Orders for available parts will arrive within seven to ten days, depending upon the shipping destination.

O.3. Media Not Covered

Media not covered by the SRF program includes, but is not limited to the following:

- · Older Claris products
- · Some Third Party software products
- · Some Third Party manuals

O.4. Apple Recovery CDs

If your customer is unable to provide the Software Restore and/or the Software Install media (CDs/DVDs) that came with their computer, replacements are available via GSX as Support Related Fulfillment items.

Remind customers that Software Restore and Software Install CDs are advantageous to keep should they ever need to personally reinstall software on their computer.

P. Exhibit P: AppleCare Service Products

P.1. AppleCare Protection Plan

The AppleCare Protection Plan (APP) is a uniquely integrated service and support solution that extends the complimentary coverage on eligible products up to three years from the product's purchase date. This comprehensive plan includes expert telephone assistance, global repair coverage, Onsite repair service for desktop computers, web-based support resources, and powerful diagnostic tools — all for one economical price.

Note: Onsite repair service is not available in all locations. Repair service may include Onsite, Carry-In, and Mail-In; specific availability of each option depends on product type and location of Apple Authorized Service Provider. Apple may also request that the customer replace customer-installable parts.

The AppleCare Protection Plan is available for most Apple products, and is often purchased at the same time as the Covered Equipment. All resellers, regardless of their service authorization level, and all Apple Authorized Service Providers sell the AppleCare Protection Plan. The AppleCare Protection Plan agreement is a legal commitment between Apple and the end-customer.

Self-Servicers are encouraged to purchase APP for all computers that don't already have APP attached and are eligible for APP (within one year of purchase).

P.1.1. Ordering APP

Using GSX, Self-Servicers can quickly and easily purchase the AppleCare Protection Plan and many other AppleCare products. GSX allows you to order AppleCare products via two different processes (depending upon the product). You can order some AppleCare products in GSX and automatically enroll your customer with Apple (such as APP).

Other AppleCare products can be purchased in GSX as a Stocking Order to keep on-hand at the time a customer requests the product. When ordering an AppleCare product as a Stocking Order, a Finished Good product will be shipped to you.

Depending on the country/region, the following AppleCare Products may be available to purchase via GSX:

- · AppleCare Protection Plan (auto-enroll or Stocking Order)
- · AppleCare Premium Service and Support for Xserve (auto-enroll or Stocking Order)
- AppleCare Help Desk Tools
- AppleCare Help Desk Support
- · AppleCare Mac OS X Server Software Support Select
- AppleCare Technician Training
- · AppleCare Professional Support Line

P.1.2. Welcome Kit

After an APP order is processed, Apple sends the customer an AppleCare Protection Plan Certificate and Welcome Kit, which confirms their order has been accepted. Customers receive the Certificate and Welcome Kit within two to four weeks after the order is submitted to Apple.

The Welcome Kit includes:

- · A fact sheet with AppleCare Protection Plan features and instructions
- · An AppleCare Protection Plan Quick Reference Card with troubleshooting tips
- · An AppleCare Protection Plan CD, including TechTool Deluxe by Micromat
- · Contact information for AppleCare in the country/region of APP sale

P.1.3. Scope of Coverage and Self-Servicer Obligations

The AppleCare Protection Plan is sold in many countries/regions of the world and entitles customers to worldwide repair coverage. Customers who purchase an AppleCare Protection Plan may call for technical phone support and, if necessary, receive repair service in their own country/region. The Apple service policies of the country/region in which the Covered Equipment is located at the time of repair prevail. Onsite service may not be available for all products in all locations.

AppleCare Protection Plan customers can request service from any Apple Authorized Service Provider in the world (some exceptions apply). Onsite coverage for iMacs, eMacs, Mac minis and Power Macs is available only for products covered by an AppleCare Protection Plan. An APP agreement does not commit to a specific type of service for a particular product, but does indicate the type of options that may be available.

- Do It Yourself (DIY): Customer-installable parts may be available for direct shipment to the customer.
- · Carry-In: Self-Servicer's Apple Certified Macintosh Technicians can perform the repair or return the Covered Equipment requiring service to an Apple-owned retail store or an Apple Authorized Service Provider location offering Carry-In Repair service.
- · **Mail-in**: Direct Mail-In or express courier repair service is available for most Covered Equipment.
- · Onsite: Many desktop computers qualify for Onsite service, which is not available in all locations.

The AppleCare Protection Plan Terms and Conditions and marketing material state that customers will be given their service options at the time it is determined a product needs service. Self-Servicers participating in the Parts-and-Labor tier of Apple's Self-Servicing Account program are compensated for performing repairs covered by the AppleCare Protection Plan at the same rates as warranty service. Refer to the product coverage, exclusions and service obligations sections for additional information about AppleCare Protection Plan service policies and your responsibilities.

The AppleCare Protection Plan covers all repair costs necessitated by defects in materials and workmanship. This includes specified Replacement parts, labor, travel or express freight. Compensation to eligible Self-Servicers for parts exchange and labor are at the same rates as warranty service.

As with Covered Repairs, Self-Servicers are required to repair equipment covered by the AppleCare Protection Plan in accordance with warranty service standards. Service delivery response times and coverage areas must also be in accordance with warranty service standards. See the AppleCare Protection Plan Terms and Conditions regarding obtaining repair or replacement service.

When purchasing the AppleCare Protection Plan, customers may ask about the kind of service they will receive. It is permissible to state the current warranty delivery option for a particular product. iMacs, eMacs, Mac minis and Power Macs covered by the AppleCare Protection Plan are eligible for Onsite repair service.

P.1.4. Coverage Criteria

A product is eligible for AppleCare Protection Plan coverage if Apple receives the AppleCare Protection Plan order before the limited product warranty expires. Coverage begins after the order is processed and the customer receives their AppleCare Protection Plan Certificate and Welcome Kit.

P.1.5. Program Restrictions

The following restrictions on ordering the AppleCare Protection Plan apply:

- · AppleCare Protection Plan cannot be ordered for a Self-Servicer's internal product used in the course of performing repairs (for example, for Module testing, etc.).
- · AppleCare Protection Plan cannot be used to underwrite products that are covered by another service contract (for example, a reseller's own branded contract).

P.1.6. Service Exclusions

Like the Apple One (1) Year Limited Warranty, AppleCare Protection Plan coverage has some exclusions. AppleCare Protection Plan does not cover:

- · Service of non-Apple equipment used in place of Apple equipment that is covered by the Protection Plan (for example, non-Apple keyboards, memory upgrades, or video cards)
- · Repairs required for reasons other than defects in materials or workmanship. This includes preventive maintenance (including refurbishment), misuse, accidents, and non-Apple modifications or upgrades.
- · Replacements of "other parts" (refer to: Exhibit E: Parts Management and Transactions) are not included in the AppleCare Protection Plan.
- · Corrective updates to Apple system software.
- · Non-Apple branded application software purchased with the CPU.
- · Inspection and testing by an Apple Self-Servicer or Apple Authorized Service Provider resulting in "no trouble found." Whether a customer is charged for the service is up to the Self-Servicer or Service Provider.
- · Replacement or repair of consumable products (such as batteries).
- · Maintenance of equipment that has had serial numbers removed or defaced.

P.1.7. Product Coverage Information

• **CPUs**: When an APP is purchased for an Apple CPU (still within the computer's original one-year warranty), including Configure-to-Order systems, all original internal Applelabeled devices are covered.

- · **Keyboards and Mice**: APP covers the Apple keyboard and mouse included with the computer.
- Displays: An Apple display is covered at no additional charge when purchased at the same time and location as a qualifying computer. An Apple DVI to ADC Adapter is also covered when used with a portable and display that is covered by APP. A standalone APP for displays is available in some countries/regions of the world for displays that are not purchased at the same time as a qualifying CPU.
- · RAM: Apple RAM installed in an Apple CPU covered by an APP is also covered.
- AirPort Base Stations and AirPort Cards: An AirPort Extreme Card, AirPort Express, or AirPort Extreme Base Station are also covered under APP if owned by the same person or entity as the Covered Equipment.

P.1.8. Validating and Submitting Claims

It is the customer's responsibility to provide proof of AppleCare Protection Plan coverage by presenting the AppleCare Protection Plan Certificate. Self-Servicers must validate that the product is within the AppleCare Protection Plan term before working on it. To ensure appropriate compensation:

- · Check the AppleCare Protection Plan Certificate before repairing the equipment and verify that the agreement has not expired.
- · Verify that the description and serial number of the equipment being repaired matches the AppleCare Protection Plan certificate.
- · Verify AppleCare Protection Plan coverage in GSX through the Coverage Check function. Perform this check before repairing the product or initiating a claim.

Apple compensates Self-Servicers participating in the Parts-and-Labor tier of Apple's Self-Servicing Account program for performing repairs covered by the AppleCare Protection Plan at the same rates as warranty service.

P.1.9. Updating, Transferring, and Canceling an Agreement

If a customer needs to update (such as an address), transfer ownership, or cancel an APP, refer them to the instructions in the AppleCare Protection Plan Terms and Conditions.

Q. Exhibit Q: Price Lists

Q.1. Multi-Pack Service Parts Program

The Multi-Pack service parts program provides a practical way for Self-Servicers to purchase select Do-It-Yourself parts directly from Apple at significant discounts compared to single part Stocking Order pricing. Mice, keyboards, power supplies, batteries, iPod accessories, and select other DIY parts are available in bundles of typically 5, 10, 20 or 25 per pack. All Multi-Pack parts are available via GSX as a Stocking Order. To download the current Multi-Pack price list, refer to the table below.

| | Multi-Pack Parts for Computers | Multi-Pack Parts for iPods |
|--------|--------------------------------|------------------------------------|
| U.S. | Multi-Pack Price List (USD) ▶ | iPod Multi-Pack Price List (USD) ▶ |
| Canada | Multi-Pack Price List (CAD) ▶ | iPod Multi-Pack Price List (CAD) ▶ |



Apple Confidential Information



(v03Oct2018)

Self-Servicing Account Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at One Apple Park Way, Cupertino, California 95014 ("Apple") and Self-Servicer, each of whom agrees to be bound by and comply with all terms and conditions contained in the Agreement.

Self-Servicer Legal Name ("Self-Servicer"): 21ST CENTURY CYBER CHARTER SCHOOL

DBA Name: 21ST CENTURY CYBER CHARTER SCHOOL

Address: 1245 WRIGHTS LN, WEST CHESTER, PA, 19380-4227, United States of America

Purpose

Self-Servicer wishes to service Apple Products in the Territory and the Parties intend that this Agreement will govern such activities in accordance with the terms and conditions set forth below.

1. Definitions

In addition to those terms defined in the Agreement, the following terms have the meanings specified below:

"Agreement" means, collectively, this Self-Servicing Account Agreement, the Ancillary Terms, and any variations or amendments to the foregoing made by Apple as permitted herein, and any mutually executed amendments to the Agreement.

"Ancillary Terms" means and includes the terms and conditions of the Self-Servicing Account Program Manual, policies and practices described in GSX and terms of use pertaining to GSX, any additional documents that Apple subsequently incorporates by reference in any of the foregoing, and any variations or amendments to the foregoing made by Apple as permitted herein.

"Apple Authorized Self-Servicer" or "Self-Servicer" means a Self-Servicer authorized by Apple to perform services on authorized Apple Products.

"Apple Confidential Information" means any and all information in oral or written form that Self-Servicer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Self-Servicer may have access in connection with this Agreement, including but not limited to Covered Repair policies, financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of Self-Servicers and prospective Self-Servicers, and any information relating to new product launch, including the release dates and product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Self-Servicer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Self-Servicer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Self-Servicer in breach of this Agreement.

"Apple Intellectual Property" means all intellectual property rights directly or indirectly owned or exclusively licensed by Apple, including but not limited to Apple Marks, patents, design rights, service marks and copyrights, registered or unregistered, anywhere in the world.

"Apple Marks" means all trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other similar intellectual property, registered or unregistered, directly or indirectly owned by or licensed to Apple anywhere in the world, including but not limited to Apple, the Apple logo and any service designations, marks or program identifiers (e.g., "Apple Authorized Self-Servicer").

"Apple Product" or "Apple Products" means hardware and software products manufactured, distributed or licensed under an Apple-owned or licensed brand name that Self-Servicer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third party software and all other third party products.

"Apple Service Parts Price List" means the then-current list of prices for Self-Servicer's acquisition of Service Training & Tools and Service Stock.

"Appointment" means Apple's appointment of Self-Servicer as a limited and non-exclusive Apple Authorized Self-Servicer as provided in this Agreement under Section 3 (Appointment) below.

Covered Repair" means an Apple Product repair or replacement that is covered by an obligation described in Apple's product warranty, extended service contract or service program described in the Self-Servicing Account Program Manual.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Global Service Exchange" or "GSX" means Apple's online system for creating service orders and ordering Service Stock.

"Inoperable Upon First Use" or "IUFU" means a Product that does not function or operate upon first use.

"Line of Credit" means a line of credit established for Self-Servicer by Apple in its sole discretion.

"Party" means either Apple or Self-Servicer and "Parties" means both of them.



"Products" mean, collectively Apple Products and other products that are sold or licensed by Apple to Self-Servicer for its own use.

"Prohibited Products" means non-genuine (counterfeit) Service Products that infringe Apple's Intellectual Property.

"Return Material Authorization" or "RMA" means the process to return Service Products to Apple, which must be authorized in advance by Apple, as set out in the Ancillary Terms.

"Self-Servicer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Self-Servicer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Self-Servicer Confidential Information. Self-Servicer Confidential Information shall not include any information that: (a) is communicated verbally; (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Self-Servicer Confidential Information; (d) is required to verify Self-Servicer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Self-Servicing Account Program Manual" means the then-current information made available to Self-Servicer, which describes Apple's policies and procedures and supplementary terms that govern Self-Servicer's activities under and in connection with this Agreement, which is incorporated by reference to this Agreement and which Apple may update periodically.

"Service Documentation" means Self Servicer's records, contracts, accounts and written and signed work orders relating to the service of Apple Products or use of Service Stock.

"Service Products" means Service Stock and Service Training & Tools.

"Service Stock" means new, used, remanufactured, or refurbished modules, replacement parts and piece parts that Apple sells to Self-Servicer for the sole purpose of repairing Apple Products.

"Service Training & Tools" means Apple Product service documentation, tools, diagnostics and training materials.

"Territory" means the contiguous United States, Alaska and Hawaii.

"Term" means the term of this Agreement, which will begin on the Effective Date and continue until Midnight, Pacific Standard Time, on April 30, 2021 unless otherwise terminated earlier as provided in this Agreement.

2. Interpretation

In the event of any inconsistency between or among any components of the Agreement, the following precedence will apply in descending order:

- (i) Agreement
- (ii) Self-Servicing Account Program Manual
- (iii) applicable Apple Service Parts Price List

Self-Servicer acknowledges, by its signature hereunder, that it has received electronic copies of all documents listed above.

3. Appointment

- **3.1** Subject to the terms of the Agreement, Apple appoints Self-Servicer as a limited and non-exclusive Apple Authorized Self-Servicer to service authorized Apple Products that Self-Servicer owns or leases, for so long as Self-Servicer continuously complies with and satisfies its obligations under the Agreement, including but not limited to those described in the Ancillary Terms.
- **3.2** Without limiting Self-Servicer's obligations under Section 6 below, Self-Servicer's subsidiaries and/or affiliates may not service Apple Products under this Agreement; unless Apple has agreed in a signed writing with Self-Servicer that such subsidiaries and/or affiliates are authorized to service Apple Products pursuant to this Agreement. Such authorization shall be subject to the parent company having provided a guarantee of the debts to Apple of such subsidiaries and/or affiliates and compliance with the obligations of this Agreement by such subsidiaries and/or affiliates. Notwithstanding the foregoing, Apple may require at its sole discretion that the debts to Apple of such subsidiaries and/or affiliates must be included in a parent company guarantee.
- 3.3 Self-Servicer's shall only perform services on the Apple Products that Self-Servicer owns or leases in the Territory.

4. Scope of Authorization

- **4.1** Upon confirmation that Self-Servicer has certified technicians in accordance with the Self-Servicing Account Program Manual, Self-Servicer is authorized to acquire from Apple, Service Stock for the sole purpose of servicing Apple Products owned or leased by Self-Servicer.
- **4.2** Self-Servicer may not provide services for hardware products that bear the Apple brand name, other than for the Apple Product category for which Apple has authorized Self-Servicer. By servicing such Apple Product category or performing such service type, Self-Servicer agrees to any obligations pertaining to that Apple Product category or service type.



4.3 Self-Servicer will not sell or otherwise transfer Service Stock to third parties. Self-Servicer will only use Service Stock acquired from Apple, except where Apple authorizes other acquisitions in writing. Self-Servicer will not utilize new, used, remanufactured or refurbished Service Products obtained from unauthorized sources to perform service, except where Apple authorizes in writing other parts to be used in service.

5. Rights Reserved to Apple

- 5.1 This Agreement is non-exclusive and grants Self-Servicer only those rights specifically stated in this Agreement during the Term. All other rights in and regarding the Apple Products, Service Products and Apple Marks, whether express or implied, are expressly reserved to Apple. Nothing in this Agreement limits Apple's own marketing, sale or distribution activities with respect to Apple Products and Service Products or Apple's appointment of other self-servicers, agents, licensees, or distributors, Apple's ability to sell directly to any person, including customers or potential customers of Self-Servicer in competition with Self-Servicer, or any other rights that Apple has or may have. Self-Servicer acknowledges and agrees that as between Self-Servicer and Apple, Apple retains ownership of all rights, including intellectual property rights, in and to Apple Intellectual Property and Apple Marks.
- **5.2** Self-Servicer's Appointment is made at Apple's sole discretion and is made on a non-exclusive basis. Self-Servicer acknowledges and agrees that Apple may, at any time and in its sole discretion: (i) authorize additional Self-Servicer in any location, including in locations that are proximate to Self-Servicer location; and/or (ii) reserve an area or location where it does not want to approve a location or appoint a Self-Servicer in that area or location; and/or (iii) permit others to do any of the foregoing. Self-Servicer acknowledges and agrees that any activities carried out for the purposes of this Agreement and any investments relating thereto take into account the non-exclusive nature of its Appointment as a Self-Servicer and Apple's rights.
- **5.3** Apple reserves the right to remove or add Service Products to the Apple Service Parts Price List, change the Ancillary Terms and restrict the scope of Self-Servicer's authorization at any time and without prior notice, service Apple Products directly, and to appoint a Self-Servicer in respect of a particular Apple Product or service, whether covered by this Agreement or otherwise.
- **5.4** Apple may allocate available Service Products and inventory in its sole discretion and without liability to Self-Servicer. Self-Servicer acknowledges that Apple may allocate to or among Apple's own retail stores, service territories and other Service Products and inventory that may otherwise have shipped to Self-Servicer, and that there may be delays in Apple's fulfillment of Self-Servicer orders.

6. Self-Servicer's Obligations

- **6.1** Without limitation and throughout the Term, Self-Servicer will at its own expense: (i) comply with all Ancillary Terms, including those requiring the use of certified technicians; (ii) acquire and keep current at all times an inventory of Service Stock that is reasonably sufficient to meet Self-Servicer's obligations under this Agreement; (iii) obtain all required certifications, registrations and licenses, and comply with federal, state and local laws and regulations; (iv) conduct its activities in a professional and competent manner; (v) perform all service using best efforts and maintain a high level of customer satisfaction; (vi) not use, sell, offer for sale, distribute or promote any Prohibited Products and will not allow any affiliated entities to use, sell, offer for sale, distribute or promote any Prohibited Products; and (vii) not engage in any illegal, false or deceptive acts or practices in the course of its business activities or performance of the Agreement.
- **6.2** Throughout the Term, Self-Servicer will maintain an active email address, which it will provide to Apple. Self-Servicer will have internet access at all times and will access email at least daily and Apple's service web sites at least weekly to ascertain whether Apple has varied or amended the Ancillary Terms.
- **6.3** Self-Servicer will notify Apple promptly in writing of any suspected Apple Product or Service Product safety issue. Communications between Apple and Self-Servicer relating to safety issues are considered Apple Confidential Information and will be subject to the Confidentiality provision(s) contained in this Agreement. In the event Apple implements a program relating to Product safety, recall or extended service coverage ("**Product Program**"), upon Apple's request and at no cost to Apple, Self-Servicer will: (i) reasonably assist with the implementation of changes, recalls and/or service of the Product Program; and (ii) report to Apple promptly the progress of such actions.
- **6.4** In the event that Apple decides to communicate safety notices or implement safety changes to Apple Products, upon Apple's request and at no cost to Apple, Self-Servicer will reasonably assist with the proactive implementation of safety notification and changes.
- **6.5** If Self-Servicer becomes aware of Prohibited Products in its inventory Self-Servicer will (i) promptly, and in no event more than three (3) working days after becoming aware, notify Apple and immediately secure such Prohibited Products from continued use; (ii) provide Apple with details on how the Prohibited Products were acquired; (iii) assist Apple's investigation of such Prohibited Products; and (iv) take steps to mitigate against the use, of Prohibited Products in the future, including but not limited to setting up appropriate purchasing guidelines and screening procedures. A failure by the Self-Servicer to respond to or cooperate with Apple's investigation concerning Prohibited Products in a timely manner will be deemed a material breach of this Agreement.
- **6.6** Self-Servicer will not make or issue any representations, warranties, or guarantees to customers or any other third party through any medium with respect to the specifications, features, or capabilities of any Apple Products, and Service Products that are inconsistent with the representations, warranties, guarantees and disclaimers specifically stated in Apple's end user license agreements and then-current Apple Product and Service Product documentation. Self-Servicer 's representations with respect to Apple Products, and Service Products shall at all times be consistent with Apple's end user license agreements and Apple's then-current Apple Product documentation as made available to Self-Servicer by Apple.
- 6.7 Self-Servicer agrees to indemnify Apple for any losses suffered by Apple as a result of Self-Servicer not complying with the obligations at Sections 6.1(iii), 6.1 (vii) and 6.6 above.
- **6.8** Self-Servicer will pay any applicable sales or use taxes, duties and other imposts due on account of purchases under the Agreement. In addition, Self-Servicer is responsible for the payment of any copyright levies, recycling fees, and any other fees imposed on the Service



Products, parts thereof, or their packaging by any central or local authority, collecting society, or other institution, attributable to Self-Servicer's activities under this Agreement and which legally must be paid by Self-Servicer and not by Apple.

7. Export Obligations

This Agreement is subject to all applicable laws, regulations, orders and other limitations on the export and re-export of commodities, technical data and software. SELF-SERVICER SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE EXPORT AND REEXPORT CONTROL RULES THAT APPLY TO ITS ACTIVITIES AND further agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States, or any other relevant national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (examples: United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, etc.); or (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.

8. Terms and Conditions of Purchase

- **8.1** In order to qualify to acquire or purchase Service Products directly from Apple, Self-Servicer must satisfy all requirements and perform all obligations of the Ancillary Terms applicable to or governing direct Self-Servicer acquisition or purchase of Service Products.
- **8.2** Self-Servicer must order Service Products from Apple through GSX. Self-Servicer may not purchase Service Products from any other source, including without limitation, any Apple retail store, Apple online store, or an Apple direct purchase team unless authorized in writing by Apple.
- **8.3** Any order placed with Apple is subject to acceptance by Apple, and Apple may decline any order, in whole or in part, for any reason. The taking and acknowledgment of orders does not, in any way, constitute automatic acceptance of such orders by Apple. Apple may cancel any accepted order prior to shipment.
- **8.4** Apple may at any time reject orders and change or modify Product models, offerings, specifications, construction or design, and Self-Servicer shall accept any products so modified and shipped to Self-Servicer in fulfillment of original orders from Self-Servicer if reasonably similar to the products specified by such original orders. Self-Servicer acknowledges and agrees that Apple shall have no liability to Self-Servicer as a result of any action it takes in furtherance of any of the foregoing.
- **8.5** Apple may make partial shipments of Self-Servicer's orders without liability for any failure to ship complete orders or for any shipment delay. Self-Servicer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries.
- **8.6** Without prejudice to Self Servicer's rights under Section 11 (Limited Warranty to Self-Servicer) each shipment shall be deemed correct and undamaged unless Self-Servicer notifies Apple of the discrepancy or damage in writing within forty eight (48) hours of delivery of the given shipment and in accordance with the Ancillary Terms. All such notifications must include the purchase order number, and the exact nature of the damage or the discrepancy between the order and the shipment in number or type of products shipped. For the avoidance of doubt, Apple will not process such notices from Self Servicer that are not supported evidentially by proof-of-delivery documentation.

The return of any Products by Self-Servicer must be authorized in advance by Apple. The Return Material Authorization process is set out in the Ancillary Terms. Apple may make a charge for any Service Products that are not returned in accordance with the RMA.

- **8.7** Apple may in its sole discretion establish a Line of Credit for Self-Servicer. If Apple establishes a Line of Credit it will do so under the following terms and conditions:
- 8.7.1 Payment terms for all amounts due from Self-Servicer to Apple will be net thirty (30) days from the date of Apple's invoice, except as may otherwise be required by Apple in writing. Invoices must be paid in full by direct debit or other payment method agreed between the parties in the currency invoiced without deduction, counterclaim or set off (statutory or otherwise) and in clear funds. If a direct debit is returned unpaid, Apple shall be entitled to place the Self-Servicer's account on credit hold until payment is received in full. Overdue amounts will be subject to an additional interest charge computed daily for each day that the payment is late at the rate of interest of the Inter Bank Offer Rate prevailing in the country of payment plus two per cent (2%). If payment is required to be made on a basis other than net thirty (30) days, then such modified terms, whether net fifteen (15) days, cash in advance, or otherwise, will become the ordinary course of business and dealing between Apple and Self-Servicer.
- 8.7.2 The Line of Credit will limit the aggregate amount of credit that may be extended at any time to Self-Servicer for amounts owing to Apple under this Agreement, any other agreement or for any other sales or extensions of credit of any kind by Apple to Self-Servicer. The amount of the Line of Credit may be immediately adjusted upwards or downwards at any time as appropriate, at the discretion of Apple. In exercising its discretion, Apple reserves the right to consider and act upon the following, among other criteria: (i) the profitability and financial well being of Self-Servicer; (ii) whether current and accurate financial and business performance information are provided in a timely fashion by Self-Servicer; (iii) the amount and likely present value of whatever collateral or credit enhancement has been provided; and (iv) whether Apple will likely be, or has been required to realize upon and liquidate such collateral or credit enhancement. Self-Servicer acknowledges that Apple can reduce, vary or cancel the Line of Credit at any time.
- 8.7.3 Apple may place sales to Self-Servicer on immediate credit hold (i.e., suspend all sales to Self-Servicer) whenever the outstanding balance owed by Self-Servicer and its subsidiaries and/or affiliates to Apple would exceed the Line of Credit or whenever Self-Servicer fails to make payment to Apple in accordance with established terms.



- 8.7.4 Without prejudice to its right to terminate this Agreement for breach under Section 17, Apple reserves the right to withhold shipment and/or to declare all sums immediately due and payable in the event of a breach by Self-Servicer of any of its obligations to Apple, including the failure to comply with any credit terms.
- 8.7.5 Should there at any time be monies owing from Apple to Self-Servicer whether under the Agreement or otherwise, Apple will have the right to setoff such sums and apply them to any sums (whether or not due) owed by Self-Servicer or its affiliates or subsidiaries to Apple.
- 8.7.6 Upon Apple's reasonable request, Self-Servicer will provide to Apple (or an Apple affiliate): (i) audited annual financial statements, including a balance sheet, cash flow and profit and loss statements, as well as auditors' report and notes to financials; (ii) financial statements and similar financial information or reports routinely provided to any other vendor, lender or creditor to support extensions of credit, and (iii) such other financial information as may be reasonably requested by Apple in a format agreed upon by Apple and Self-Servicer. If such information is not provided in a timely manner, Apple may suspend all sales to Self-Servicer or exercise any other remedies hereunder until such information is provided to Apple.
- **8.8** Where no credit facility has been granted to Self-Servicer or where this has been withdrawn (in Apple's absolute discretion) payment will be required in full in cleared funds prior to delivery (unless otherwise provided in this Agreement).
- **8.9** Self-Servicer acknowledges that Apple may invoke any of the remedies to recover Service Product sold, or sums due for such Service Product, as provided in the Uniform Commercial Code of Delaware. Self-Servicer further acknowledges that it is responsible for the costs, legal and otherwise, associated with the enforcement of security provided for credit.
- **8.10** The price for Service Products purchased directly from Apple will be the price on the applicable Apple Service Parts Price List on the date that Apple ships the products. Self-Servicer will be invoiced upon shipment of Service Product. Apple reserves the right to change the Apple Service Parts Price List and Self-Servicer's credit terms at any time. Prices may vary to include any levies that are required to be charged by Apple.
- **8.11** Self-Servicer acknowledges that Apple has set its prices and entered into this Agreement in reliance upon the provisions of this Agreement, particularly including (but not limited to) Sections 15 and 16.1, and that the provisions of this Agreement form an essential basis of the bargain between the parties. If Apple has reasonable grounds to believe it may have a claim on any basis against Self-Servicer or its affiliates or subsidiaries, Apple may also withhold an amount it deems reasonably necessary to cover the amount of the possible claim.
- **8.12** Title and risk of loss to all Service Products will pass to Self-Servicer upon shipment from Apple's shipping location. For Service Products shipped pursuant to Apple's standard practices during the term of this Agreement, Apple will issue credits or replace Service Products returned due to damage in transit or that are lost in transit. When not shipping Service Products pursuant to Apple's standard practices but instead shipping via a carrier selected by Self-Servicer, Apple will not issue credits or replace Service Products returned due to damage in transit or that are lost in transit, and Self-Servicer's sole recourse for loss or damage shall be against its own insurer, its selected carrier, and its carrier's insurer. Self-Servicer shall insure Service Products to their full replacement value from delivery to Self-Servicer until Self-Servicer has paid Apple in full for such products, and shall name Apple as the loss payee on Self-Servicer's policy.
- **8.13** Self-Servicer will provide Apple with a properly executed resale certificate and any other documentation requested by the taxing jurisdiction (such taxing jurisdiction to be determined under applicable law), to substantiate any claim of exemption from taxes, duties, or imposts. For the avoidance of doubt, the taxing jurisdiction under applicable law is currently the state of destination for the shipped product(s).

9. Confidentiality

- 9.1 During the Term and for five (5) years thereafter, Self-Servicer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Self-Servicer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Self-Servicer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Self-Servicer and Apple, any Apple program or policies, Ancillary Terms, or the nature of any contractual relations between Apple and Self-Servicer or any third party. Self-Servicer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.
- **9.2** During the Term and for five (5) years thereafter, Apple will not use Self-Servicer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Self-Servicer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information or its subject matter without the Self-Servicer's prior written consent or as required by law.

10. Data Privacy and Security

10.1 Personal Data

As a result of this Agreement, Self-Servicer and Self-Servicer's personnel may obtain certain information relating to identified or identifiable individuals ("Personal Data"). Self-Servicer shall ensure that all Self-Servicer personnel, collect, access, maintain, use, process and transfer Personal Data in accordance with the requirements set forth in this Section 10 and for the sole purpose of performing Self-Servicer's obligations under this Agreement.

10.2 Protection of Personal Data

Self-Servicer and Self-Servicer personnel shall at all times comply with Apple's instructions regarding Personal Data, as well as all applicable laws, regulations and international accords, treaties, or accords, including without limitation, the EU/US Safe Harbor program (collectively,



"Legal Requirements"), and shall refrain from engaging in any behavior which renders or is likely to render Apple in breach of same. Without limiting the generality of the foregoing, with respect to any data received directly or indirectly from the European Economic Area or from Apple's European affiliates, Self-Servicer shall abide by the Safe Harbor Privacy Principles of the U.S. Department of Commerce, located at http://www.export.gov/safeharbor, as may be amended from time to time (the "Safe Harbor Principles"), excluding the Notice, Choice and Enforcement provisions contained within the Safe Harbor Principles.

- 10.2.1 Self-Servicer shall take all appropriate legal, organizational, and technical measures to ensure the confidentiality of Personal Data, and protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing, keeping in mind the nature of such data.
- 10.2.2 Self-Servicer may only disclose Personal Data to third parties (including Self-Servicer personnel), who have a need to know and have signed agreements that require them to protect Personal Data in the same manner as detailed in this Agreement or to Apple. Self-Servicer shall hold such third parties with access to Personal Data accountable for violations of this Agreement, including imposing sanctions, and where appropriate, terminating contracts and employment. Unless otherwise expressly permitted by this Agreement, Self-Servicer may not employ subcontractors without Apple's written permission, which may be withheld in Apple's sole discretion.
- 10.2.3 Self-Servicer shall take all reasonable steps to ensure that Personal Data is reliable for its intended use, and is accurate, complete and current. Immediately upon Apple's request, or as otherwise may be necessary to comply with this Agreement, Self-Servicer shall correct, delete and/or block Personal Data from unauthorized processing and/or use. Self-Servicer shall promptly notify Apple's Privacy Counsel at One Apple Park Way, MS 169-5CLP, Cupertino, California 95014 if it receives any requests from an individual with respect to Personal Data, including but not limited to "opt-out" specifications, information access requests, information rectification requests and all like requests, and shall not respond to any such requests unless expressly authorized to do so by Apple. Self-Servicer shall promptly and properly deal with inquiries and requests from Apple in relation to the processing of Personal Data under this Agreement.
- 10.2.4 Self-Servicer acknowledges that it shall have no right, title or interest in any Personal Data obtained by it as a result of this Agreement.
- 10.2.5 Self-Servicer shall provide other reasonable assistance and support, and assist and support Apple in the event of an investigation by a data protection regulator or similar authority, if and to the extent that such investigation relates to the collection, maintenance, use, processing or transfer of Personal Data under this Agreement. Self-Servicer shall provide to Apple, its authorized representatives and independent inspection body designated by Apple, on reasonable notice, (i) access to Self-Servicer's information processing premises and records; and (ii) reasonable assistance and cooperation of Self-Servicer's relevant staff for the purpose of auditing Self-Servicer's compliance with its obligations under this Agreement.
- 10.2.6 In the event that Self-Servicer is unable to comply with the obligations stated in this Section 10, Self-Servicer shall promptly notify Apple, and Apple may take any one or more of the following actions: (i) suspend the transfer of Personal Data to Self-Servicer; (ii) require Self-Servicer to cease processing Personal Data; (iii) demand the return or destruction of Personal Data; or (iv) immediately terminate this Agreement.
- 10.2.7 Upon termination of this Agreement for any reason, Self-Servicer shall promptly contact Apple for instructions regarding the return, destruction or other appropriate action with regard to Personal Data.

10.3 Security Procedures

Self-Servicer shall maintain reasonable operating standards and security procedures, and shall use its best efforts to secure Personal Data through the use of appropriate physical and logical security measures including, but not limited to, appropriate network security and encryption technologies. Self-Servicer shall use reasonable user identification or password control requirements and other security procedures as may be issued from time to time by Apple in relation to the Personal Data. Self-Servicer shall promptly notify Apple in the event that Self-Servicer learns or has reason to believe that any person or entity has breached or attempted to breach Self-Servicer's security measures, or gained unauthorized access to Personal Data ("Information Security Breach"). Upon any such discovery, Self-Servicer will (a) investigate, remediate, and mitigate the effects of the Information Security Breach, and (b) provide Apple with assurances reasonably satisfactory to Apple that such Information Security Breach will not recur. Additionally, if and to the extent any Information Security Breach or other unauthorized access, acquisition or disclosure of Personal Information occurs as a result of an act or omission of Self-Servicer or Self-Servicer personnel, and if Apple determines that notices (whether in Apple's or Self-Servicer's name) or other remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) are warranted, Self-Servicer will, at Apple's request and at Self-Servicer's cost and expense, undertake the aforementioned remedial actions.

11. Limited Warranty to Self-Servicer

- 11.1 Apple warrants to Self-Servicer that Service Products shipped by Apple will: (i) conform to their general descriptions on the Apple Service Parts Price List and (ii) will not be Inoperable Upon First Use. These warranties are nontransferable and void if the product has been modified, abused or subjected to unusual physical or electrical stress. Self-Servicer's sole and exclusive remedy for any breach of this warranty will be replacement of the nonconforming service part upon its return to Apple.
- **11.2** Apple makes no other warranties to Self-Servicer, other than the express warranties it would normally provide on Service Products to end-users, in Self-Servicer capacity as an end-user to the extent permitted by law.

12. Records, Inspections and Audits

12.1 Self-Servicer will maintain, at the applicable locations its records, contracts and accounts (in electronic and physical format) relating to the service of Apple Products and Service Products for at least five (5) years, including, without limitation, (i) the delivery of the Service Products to Self-Servicer, including the date of such deliveries and the serial numbers of such products delivered; and (ii) the identity of the Self-Servicer's customers (to the extent permitted by law), and (ii) the date of service or sale of Service Product and the serial number of the Apple Product serviced and accompanying Service Documentation. Self-Servicer will make such information available to Apple upon



reasonable request. During the Term and for five (5) years after its expiration or termination, Apple will have the right to inspect Self-Servicer's records, contracts and accounts relating to the service of Apple Products and sale of Service Products. Self-Servicer will provide Apple with a list of all locations and any other information that Apple may reasonably request, including but not limited to, sales, service and inventory reports, in formats prescribed by Apple. Self-Servicer will use best efforts to cooperate with the inspection, will make available on a timely basis the information reasonably required to conduct the inspection, and will assist Apple with such inspection. Self-Servicer also shall ensure that it maintains records related to the distribution of Service Products such that Self-Servicer can fully comply with the requested documents, information and/or inspection within the timeframes indicated herein. Self-Servicer will cooperate with all reasonable requests made by Apple regarding the inspection and will not attempt to limit its scope.

- 12.2 During the Term and for a period of five (5) years after its expiration or termination of the Agreement, Apple will have the right to conduct an audit of Self-Servicer's locations and other related facilities at any time during the regular business hours for purposes of verifying Self-Servicer's compliance with the terms of this Agreement and Ancillary Terms. Upon Apple's reasonable request, made directly by Apple or by Apple's external auditors, Self-Servicer will promptly provide copies of any requested records, financial statements and documents.
- **12.3** A failure by the Self-Servicer to respond promptly to or cooperate with Apple's request to inspect or audit Self-Servicer's records, contracts and accounts relating to the service of Apple Products and sale of Service Products (made directly by Apple or by Apple's external auditors) will be viewed as a material breach of this Agreement.
- 12.4 If Apple determines that Self-Servicer has failed to maintain signed Service Documentation or has maintained or created fraudulent Service Documentation regarding Covered Repairs or otherwise engaged in any fraudulent conduct with respect to this Agreement, Apple may withhold any payments otherwise due from Apple to Self-Servicer and may demand that Self-Servicer (i) repay to Apple all fees and other compensation fraudulently obtained by Self-Servicer, or obtained without proper substantiation, including without limitation for services purportedly performed, labor, travel and administration fees and (ii) pay to Apple the then-current stock price of Service Stock listed on the Apple Service Parts Price List for which Apple reimbursed Self-Servicer in relation to such fraudulent or unsubstantiated activities discovered during Apple's inspection exceed, in the aggregate, five thousand dollars (\$5,000) in value or five percent (5%) of total Covered Repairs reimbursement claims submitted during the period under review, Self-Servicer will reimburse Apple for its costs of conducting the inspection.
- **12.5** If Apple determines that Self-Servicer has provided services for hardware products that bear the Apple brand name without Apple's authorization in breach of Section 4.2 of this Agreement ("**Unauthorized Services**"), upon request by Apple, Self-Servicer shall immediately provide Apple with all records and reports, including but not limited to serial numbers, relating to such Unauthorized Services.

13. Proprietary Rights

13.1 Self-Servicer is not permitted to use the Apple Marks in furtherance of Self-Servicer's appointment. Self-Servicer shall not use or allow others to use any of the Apple Marks on any promotional merchandise such as key chains, mugs, or T-shirts unless such use is pursuant to Apple's written merchandising policies. No other rights to any Apple property or right is granted. Self-Servicer agrees that Apple owns all rights in the Apple Marks, and that any use by Self-Servicer shall inure to the benefit of Apple. Except as expressly permitted hereunder, Self-Servicer agrees not to use any Apple trademark, service mark, logo, trade dress, design, "look and feel" (e.g., the design and layout of Apple's retail stores or websites, or the name under which Self-Servicer does business), in any manner whatsoever, or act in any manner that implies an endorsement of Self-Servicer by Apple. Self-Servicer will not remove, obfuscate or add any mark to any materials provided by Apple.

13.2 Software Rights

Self-Servicer will not separate any software or its end-user license agreement from Service Products. Self-Servicer will not disassemble, decompile, reverse engineer, copy, modify, create derivative works, or otherwise change such software or its form. Self-Servicer may distribute software that is incorporated in or packaged with Service Products solely in connection with the authorized repair of Products owned or leased by Self-Servicer, and will have no other rights with respect to such software.

13.3 Apple Proprietary Customer Information

Notwithstanding anything to the contrary herein, Self-Servicer acknowledges that: (i) Apple maintains customer information derived from sources other than Self-Servicer, including but not limited to product registration and use of Apple's web sites; (ii) such customer information may be identical to information contained in any reports or service data furnished by Self-Servicer or that Self-Servicer has developed, maintains, or collects; and (iii) Apple owns its customer information and all proprietary interests therein, whether or not Self-Servicer has derived or maintains identical information or has or asserts any rights therein. Self-Servicer hereby disclaims any right or interest whatsoever in Apple's customer information and agrees not to contest Apple's rights

14. Insurance

Public schools and/or school districts, federal and state agencies with an approved self-insurance program in effect have fulfilled Apple's insurance requirements. For all other locations, Self-Servicer will have a general liability insurance policy, including coverage for premises liability, products and completed operations. This policy will have limits of not less than two million dollars (\$2,000,000) per occurrence for bodily, personal injury or property damage, and four million dollars (\$4,000,000) in the annual aggregate, and will include Apple Inc., its subsidiaries and affiliates as additional insureds for bodily injury and property damage arising from the operations of the location. Certificate of Insurance will be made available to Apple at its request.

15. Indemnity

15.1 Provided that Self-Servicer promptly notifies Apple in writing, gives Apple sole control over the defense and all related settlement negotiations, and does not compromise or settle any claims then, subject to the terms of this paragraph and the exceptions and limitations set forth below, including but not limited to Sections 16.3, 16.4 and 16.5, Apple will defend, hold harmless and indemnify Self-Servicer against a proceeding or action brought by a third party against Self-Servicer to the extent based on a claim that: (i) a Service Product, that was legitimately acquired by Self-Servicer from Apple in accordance with the Agreement that was used to replace a component of an Apple



Product or an Apple Product that itself was purchased by a customer at time of original sale, infringes a U.S. patent, copyright, or trademark or misappropriates a U.S. trade secret; or (ii) a defective Service Product purchased from Self-Servicer directly caused death, personal injury or tangible property damage.

- 15.2 Notwithstanding the foregoing, Apple shall not be liable for or obligated to defend any claims or damages arising out of or related to: (i) change, alteration or modification of any Apple Marks or Service Products; (ii) combination of the Service Products with other equipment, programs, data, documentation, items or products; (iii) use of any Service Product in a manner or for a purpose for which it was not intended; (iv) failure to use an upgrade or replacement version of any Service Product when such upgrade or replacement version is made available by Apple; (v) import or export of any Service Product in violation of applicable export control requirements, regulations or laws; (vi) use or exportation of any Service Product into any countries identified on any U.S. Government embargoed countries list; (vii) use of any Service Product in a manner or for a purpose not authorized under the applicable end user license agreement; (viii) use of any Apple Marks in a manner not expressly authorized in the Agreement; (ix) Self-Servicer, its employees, agents, affiliates, subsidiaries or subcontractor's negligence, acts or omissions; or (x) Self-Servicer's violation of its obligations under Section 6.6.
- 15.3 In the event of any alleged, actual or potential claim arising under this Section, Apple may at its sole option (but shall not be obligated to): (i) procure for Self-Servicer the right to continue use of the applicable Service Products, (ii) replace or modify the applicable Service Products, or (iii) if Apple determines, in its sole discretion, that neither of the foregoing options are commercially reasonable, then Apple may issue a pro-rata refund of the amount paid by Self-Servicer for the applicable infringing Service Products, less depreciation on a straight line, three-year basis. THE FOREGOING CONSTITUTES SELF-SERVICER'S SOLE AND EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS SECTION 15.
- 15.4 Self-Servicer will defend, hold harmless and indemnify Apple, its employees and agents from and against any claim or threat of claim brought by a third party against Apple arising out of the acts and/or omissions of Self-Servicer, its employees, agents, affiliates, subsidiaries or contractors, including without limitation any alleged violation by Self-Servicer of its obligations under Section 6.6.
- **15.5** A Party seeking indemnification under this Section shall cooperate with and provide reasonable assistance to the indemnifying Party in defending or settling any indemnified claim or proceeding. Neither Party will make public the existence or terms of any settlement.

16. Limitation of Liability and Remedies

- **16.1** The maximum aggregate liability of either Party to the other (including any liability for the acts or omissions of either Party's employees, agents and sub-contractors) for any and all claims of any kind arising out of or in connection with the Agreement, whether in contract, warranty, tort (including negligence), misrepresentation, strict liability, statute, or otherwise, shall be limited to: the total amounts paid by Self-Servicer to Apple in the twelve (12) months immediately preceding the date the initial claim is made by a Party against the other or one hundred thousand dollars (\$100,000); provided, however, that in no event shall all recoveries by a Party in connection with the Agreement exceed three hundred thousand dollars (\$300,000).
- **16.2** Notwithstanding anything to the contrary, the Parties agree that the limitations set forth in the preceding Section 16.1 shall not apply to: (i) valid claims under Section 15 of this Agreement with respect to U.S. patent infringement and/or with respect to defective Service Products that directly cause death, personal injury or tangible personal property damage; (ii) any claims by Apple against Self-Servicer for violation of intellectual property rights, including claims under Section 13 of this Agreement; (iii) the amount Self-Servicer owes to Apple for Service Products ordered from Apple and/or the amounts to which Apple may be entitled for Apple Products ordered from Apple; or (iv) claims by Apple for any sums due under Section 12.4.
- 16.3 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT LOSSES (INCLUDING LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, UNAVAILABILITY OR INTERRUPTION IN AVAILABILITY OF APPLE PRODUCTS, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.
- 16.4 The remedies set forth in this Agreement will be Self-Servicer's sole and exclusive remedies for any claim against Apple under or related to the Agreement. Self-Servicer hereby waives and relinquishes any other rights or claims under franchise, dealership, agency, or other statutes, or at common law that would or might arise out of Apple's termination of the Agreement or any program, Apple's refusal to accept Self-Servicer's order, Apple's refusal to renew or extend the Term, or any other cause arising out of or in connection with the Agreement.
- **16.5** THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

17. Term and Termination

17.1 Term

Self-Servicer acknowledges that it has no expectation that the Term of the Agreement will be renewed or otherwise extended by Apple. Self-Servicer understands and agrees that any re-authorization of Self-Servicer after the Term is not automatic and shall be entirely within Apple's sole and absolute discretion.

17.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party.

17.3 Termination for Cause



Apple may immediately terminate this Agreement and any other existing agreement with Self-Servicer if: (i) Self-Servicer fails to fully perform any obligation under the Agreement or any Ancillary Terms; (ii) Self-Servicer commits a felony or engages in any unlawful or unfair business practice; (iii) without Apple's written approval there is a material change in or transfer of Self-Servicer's management, ownership, control or business operations, or Self-Servicer becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Apple; (iv) Self-Servicer's actions expose or threaten to expose Apple to any liability, obligation, or violation of law; (v) Self-Servicer fails to maintain sufficient net worth and working capital to meet its obligations, has a receiver or trustee appointed for its property, becomes insolvent or makes an assignment for the benefit of creditors; or (vi) Self-Servicer fails to satisfy any of its obligations under the Ancillary Terms to a non-material degree and fails to cure such failure within thirty (30) days of being notified in writing of the requirement to do so.

17.4 Material Breach

Without limiting the materiality of any other breach, Self-Servicer understands that its violation of Sections 7 (Export Obligations), 9 (Confidentiality), 12 (Records, Inspections and Audits) and 13 (Proprietary Rights) shall constitute a material breach of this Agreement and grounds for immediate termination of this Agreement by Apple.

17.5 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 17.2: (i) all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination; (ii) Apple may refuse all or part of Self-Servicer's orders received by Apple after the date of notice of termination; and (iii) Self-Servicer will cease placing new orders for Service Products from Apple on the effective date of termination.

17.6 Self-Servicer acknowledges that Apple is entitled to terminate this Agreement in accordance with its terms without any further liability to Self-Servicer. Any investment made by Self-Servicer in its own business, or expense incurred, during the Term in connection with its appointment as Self-Servicer under this Agreement is not the responsibility of Apple, and Apple will have no liability in connection with such investment or expenditure on termination or expiry of the Agreement, unless agreed otherwise in advance and in writing by both parties.

17.7 Disposition of Products Upon Expiration or Termination

Within ten (10) days after expiration or termination of the Agreement, Self-Servicer will provide a list of all Service Products remaining in Self-Servicer's inventory to Apple. Apple reserves the first right to purchase such Service Products or shall instruct Self-Servicer as to their disposition and Self-Servicer shall promptly comply with Apple's instructions. If Apple decides to repurchase from Self-Servicer Service Products remaining in Self-Servicer's inventory at the time of Agreement expiration or termination, the price will be either: (i) the price at which Self-Servicer originally purchased such Service Products from Apple if the Service Products remain on Apple's then-current Apple Service Parts Price List; or (ii) ten percent (10%) off the price at which Self-Servicer originally purchased the Service Products if the Service Products are not on a then-current Apple Service Parts Price List. Upon Apple's acceptance of such products, Apple will issue a credit to Self-Servicer in the amount of Apple's purchase to offset any amount due Apple by Self-Servicer or, if there is no amount due Apple from Self-Servicer, Apple will pay Self-Servicer forty-five (45) days from Apple's acceptance of such products. Upon any expiration or termination of the Agreement, if Apple does not purchase Service Products remaining in Self-Servicer's inventory, Self-Servicer may sell such products solely to an Apple Authorized Self-Servicer or otherwise dispose of such products as may be directed by Apple in the Ancillary Terms or as Apple may otherwise direct in writing.

17.8 Effect of Expiration or Termination

Upon expiration or termination of the Agreement: (i) Self-Servicer will immediately cease and desist from servicing products and Services; (ii) Self-Servicer will immediately cease and desist use of any and all Apple Marks including any the designation granted under this Agreement (e.g., "Apple Authorized Self-Servicer"); and (iii) Self-Servicer will return promptly to Apple all Apple property in Self-Servicer's possession, such as loaned equipment and all material containing Apple Confidential Information, or destroy such Apple Confidential Information and certify in writing to Apple that such Apple Confidential Information has been destroyed. Apple shall not be obligated to refund any amounts due Self-Servicer until forty-five (45) days after Self-Servicer has complied fully with Sections 17.5 and 17.7.

17.9 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 7 (Export Compliance); 9 (Confidentiality); 15 (Indemnity); 16 (Limitation of Liability); 17.8 (Effect of Expiration or Termination); 17.9 (Survival); 19 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

17.10 Termination by Self-Servicer

Self-Servicer may terminate this Agreement at any time if Apple fails to perform any material obligation or responsibility and such failure continues without being remedied for a period of thirty (30) days after written notice thereof.

18. Default

If Self-Servicer defaults under any of its obligations under this Agreement, or if Self-Servicer defaults under any obligations or fails to satisfy any requirements under the Self-Servicing Account Program Manual (each event referred to as a "Default") then Apple shall be entitled to require Self-Servicer to correct the Default within a certain period of time, as determined by Apple in its sole discretion, and which shall be commensurate with the nature of the Default and communicated by Apple to Self-Servicer via email or such other method of notice that Apple may deem appropriate under the circumstances ("Notice of Default"). Upon Apple's issuance of a Notice of Default, Self-Servicer shall be responsible for correcting any and all Defaults within the time period and direction, if any, as stated in the Notice of Default at Self-Servicer's sole cost and expense.

19. General Terms

19.1 Governing Law

If Self-Servicer is a public agency or institution, this Agreement will be governed by the laws of the state where Self-Servicer is located or if Self-Servicer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If



Self-Servicer is a private or corporate entity, this Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions.

19.2 Dispute Resolution

A Party must escalate a dispute or controversy by providing written notice to the other. Both Parties agree to attempt to resolve such dispute or controversy in good faith.

Notwithstanding the foregoing sentence, after sixty (60) days from the complaining Party's written notice to the other Party of a dispute or controversy, either Party can seek to resolve the dispute or controversy by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of the arbitration shall be California. The number of arbitrators shall be one (1) for claims where the award sought is less than two hundred fifty thousand dollars \$250,000 and three (3) for claims where the award sought is two hundred fifty thousand dollars \$250,000 or greater.

Nothing in Section 19 shall prevent any Party from seeking provisional, interim or conservatory measures, including, but not limited to temporary restraining orders or preliminary injunctions or their equivalent, from any court of competent jurisdiction at any time. Any such request by a Party to a court for provisional, interim, or conservatory measures shall not be deemed incompatible with the agreement to arbitrate in Section 19.2 or a waiver of the right to arbitrate.

The prevailing party shall be entitled to recover its reasonable costs, including administrative fees and expenses, arbitrators' fees and expenses, and fees and expenses of legal representation, incurred in the arbitration proceedings.

Except as may be required by law, neither Party nor its representatives may disclose the existence, content, or results of any arbitration under Section 19.2 without the prior written consent of all Parties.

19.3 Limitation of Claims

Except for any outstanding amount due to Apple by Self-Servicer under the Agreement, the Parties' efforts to resolve any dispute or controversy pursuant to this Section shall not toll or extend the required period for commencing arbitration set forth in Section 19.2.

ANY ARBITRATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE EARLIER OF THE NOTICE OF TERMINATION UNDER SECTION 17 OR THE WRITTEN NOTICE OF THE DISPUTE OR CONTROVERSY UNDER SECTION 19.2. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

19.4 Venue; Time to Bring Claims

If the Parties are unable to resolve the dispute or controversy within sixty (60) days after commencing mandatory escalation in Section 19.2, either Party may commence litigation in the state or federal courts in Santa Clara County, California (but only such courts). Notwithstanding the foregoing, each Party shall have the right to seek urgent relief in order to protect any rights relating to confidentiality, intellectual property, data privacy and security or scope of authorization. The Parties hereby waive any applicable bond requirements for obtaining urgent relief and also waive any requirement to show that damages would be an inadequate remedy to obtain such relief. ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE EARLIER OF: (i) NOTICE OF TERMINATION UNDER SECTION 17, (ii) A REQUEST FOR ARBITRATION UNDER SECTION 19.2, OR (iii) THE DATE THE ACTION ACCRUED. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

19.5 Notice under the Agreement

Notices under the Agreement may be given as follows:

19.5.1 Any notice under this Agreement, except for notices contemplated below in Sections 19.5.2 and 19.5.3, must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Self-Servicer for receipt of notices, or as may be provided by the Parties.

Apple Inc. U.S. Contracts Operations One Apple Park Way, M/S 581-CNTR Cupertino, California 95014

19.5.2 Either Party may give notice of its change of address for receipt of notices in any of the following manners: (a) in accordance with Section 19.5.1, (b) email to the address provided by the Party, or (c) or as otherwise authorized by Apple.

19.5.3 Notices of changes to the Ancillary Terms will be given by Apple by posting on the Apple service web sites or sent by email will be deemed given when posted or when sent by email to the address provided by Self-Servicer.

19.6 Assignment or Material Change by Self-Servicer

19.6.1 This Agreement is personal to Self-Servicer, and Self-Servicer may not assign, delegate or otherwise transfer this Agreement, and/or any right or obligation hereunder, whether in conjunction with a change in ownership, merger, acquisition, the sale or transfer of all, or substantially all or any part of, Self-Servicer's business or assets, or otherwise, voluntarily, by operation of law, reverse triangular merger or otherwise, without Apple's written approval. For purposes of this Section 19.6.1, a change of control will be considered an assignment of this Agreement. Any purported or attempted assignment, delegation, subcontracting or other transfer, in whole or in part, without such approval will be null and void and will constitute a breach of this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, the successors, assigns, representatives, and administrators of the Parties.



19.6.2 Without limiting Self-Servicer's obligations under Section 6 above, Self-Servicer will notify Apple promptly in writing if Self-Servicer acquires an ownership, managerial or controlling interest in a third party that sells or services Apple Products.

19.7 Assignment by Apple

Apple may assign this Agreement, in whole or in part, in Apple's sole and absolute discretion, to any affiliate of or successor in interest to Apple, without the consent of Self-Servicer.

19.8 Variations & Amendments

Without prejudice to any other provision of this Agreement, Apple shall be entitled in its absolute discretion to make variations and amendments as follows: (i) variations and amendments to the Agreement may be made upon thirty (30) days' written notice from Apple Sales Contract Management to Self-Servicer, which notice may be given by email; (ii) variations and amendments to the Ancillary Terms may be made by Apple without notice to Self-Servicer, and such variations or amendments will be immediately binding on Self-Servicer upon Apple's posting of any varied or amended version(s) on GSX or otherwise communicating such varied or amended version(s) in writing. Variations and amendments to the Agreement that are mutually executed shall take immediate effect. No other variation or amendment shall be binding unless made in writing and signed by an authorized representative of each Party.

19.9 Entire Agreement

Apple and Self-Servicer acknowledge that the Agreement supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Agreement contains all of Apple's and Self-Servicer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Apple and Self-Servicer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. Neither Apple nor Self-Servicer will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Agreement. Apple is deemed to have refused any different provisions in purchase orders, invoices or other documents or statements from Self-Servicer that purport to alter or have the effect of altering any provision of the Agreement, and such refused provisions will be unenforceable.

19.10 No Reliance

Apple and Self-Servicer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The Parties acknowledge and understand that all terms of the Agreement are enforceable as written, and that Apple and Self-Servicer intend to enforce and comply with all written terms of the Agreement. Self-Servicer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

19.11 Relationship of Parties

Self-Servicer acknowledges that Self-Servicer is an independent contractor, has no power or authority to bind Apple, and under this Agreement is contracting only to receive certain goods and perform services. Nothing in the Agreement creates any other relationship between Apple and Self-Servicer, including, but not limited to, partnership, joint venture, employer-employee, principal-agent or franchisor-franchisee. Self-Servicer acknowledges that Apple can service Apple Products directly to any person, including Self-Servicer's customers. Apple may change the method of providing service to customers, at its sole discretion, including but not limited to, having Apple Products sent to a central depot for repair and providing customers with parts. Self-Servicer shall confirm the status of its relationship to Apple and its lack of authority to act on Apple's behalf whenever necessary to avoid third party confusion.

19.12 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

19.13 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

19.14 Force Majeure

Neither party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the party's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, pandemic, failure of communications networks, (a "Force Majeure"), provided such party promptly notifies the other party and uses reasonable efforts to correct such failure or delay in its performance. Self-Servicer may cancel any order delayed by more than thirty (30) days from the scheduled ship date due to a Force Majeure.

19.15 Headings, and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

19.16 Signature Authorization

The person signing this Agreement certifies that he or she has authority to contractually bind Self-Servicer to the terms and conditions of this Agreement.

19.17 Counterparts

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.



The duly authorized representatives of the Parties execute this Agreement as of the dates set forth below.



| Self-Servicer | Apple Inc. |
|---------------|--------------|
| SIGNATURE: | SIGNATURE: |
| PRINT NAME: | PRINT NAME: |
| PRINT TITLE: | PRINT TITLE: |
| DATE: | DATE: |
| | DEPARTMENT: |