

Apple on Campus Program Policies and Requirements

Introduction

Apple on Campus is a program for higher education institutions that have a charter to serve their campus community through communicating the benefits of Apple products in the academic environment. Program participants that are accepted into the program will refer eligible customers to Apple's online store to purchase Apple products. Apple on Campus is not a resale program, and as such program participants are not authorized to resell Apple products unless explicitly approved by Apple.

Program Policies and Requirements

This Apple on Campus program Policies and Requirements ("Policies") document describes Apple policies and ways of doing business that the Institution's program participant ("Participant") must adhere to in order to participate in the Apple on Campus Program ("Program") and receive Affiliate Development Funds (ADF). The Participant must comply with the then current terms of its Purchase Agreement ("Agreement") and these Policies.

The Policies may be accessed by Participants on Apple Sales Web (ASW) at <u>http://asw.apple.com</u>. Participants must ensure that its personnel understand and comply with these Policies. Participants must establish and maintain an internal communication process to communicate the Policies to employees, contractors, and agents. Violations of the Policies by the Participant's employees, contractors, or agents may result in Apple's termination of the Participant's inclusion in the Program.

Apple may, at its sole discretion, modify the then current Policies on a date designated by Apple. The Participant will have a commercially reasonable period of time to implement such changes by Apple, not to exceed thirty (30) days.

Acceptance into the Program and approval to receive ADF is by invitation only and at Apple's sole discretion.

Apple Confidential

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Definitions

"Apple Product(s)" or "Product(s)" means hardware, software, support, and training products manufactured, distributed, or licensed ("sold") under the Apple brand name.

"Academic Website" is an Institution-created and maintained site that focuses on communicating technology information to the students, faculty, and staff of the Institution. It may include a department homepage or portal, or an eCommerce site that is associated with the Institution. It must include an Affiliate link, banner, or tile to the Apple Store for Education.

"Affiliate Agreement" is the terms of use for the Affiliate tool, provided by the Affiliate Vendor.

"Affiliate Development Funds" or "ADF" means funds paid to the Institution for referred Transactions to the Apple Store for Education.

"Affiliate Vendor" is a third-party company, contracted by Apple, that administers the online tool for Web assets, Transaction tracking tool, and payment of ADF to Participants.

"Affiliate Tool" is the online tool provided by the Affiliate Vendor for Web assets, Transaction tracking tool, and payment of ADF to Participants.

"Apple Store for Education" means Apple's online store for education institution and EIP customers. Sales from the Apple Store for Education are considered direct sales from Apple.

"Basic Web Execution" means meeting the minimum level of program participation as outlined within the "Basic Web Execution" portion of this document.

"Bill-to Location" means a location at which a Participant receives invoices for Products purchased directly from Apple.

"Configured-to-Order (CTO)" means Products built to order by a customer's specified configuration.

"Custom Store" means a customized version of the Apple Store for Education.

"Demonstration (Demo) Units " means Products available for purchase from the Collegiate Purchase Program Demo Unit Confidential Price List by Participants for the purpose of fulfilling the Demonstration Unit Display requirement if choosing to maintain an approved Demo Station. The Collegiate Purchase Program Demo Unit Confidential Price list can be found on ASW.

"Eligible Individual Purchasers (EIPs)", for the Apple Store for Education is defined as any of the following:

1. Student: Any individual enrolled in a course of study leading to a degree or certificate from the Institution.

2. Entering Student: Any individual who has been accepted by the Institution and who has responded by stating his or her intent to enroll in the Institution. 3. Faculty: Any faculty member of the Institution.

4. Parent: Parents purchasing on behalf of their child, who is a student currently attending or accepted into a public or private Higher Education Institution in the United States, are eligible to purchase.

"Global Navigation" means the navigation menus that remain consistent across each page within your site.

"Inoperable Upon First Use (IUFU)" means Products that exhibit symptoms of a hardware failure that prevents basic operability upon its first use out of the box.

"Institution" means a collegiate-level degree-granting entity organized for educational purposes.

"Print on Demand" means a web-based portal developed to support your collateral print needs, Apple Education Print on Demand provides an easy way to customize and print all current campaigns and marketing collateral.

"Sales Support Operations (SSO) representative" means an Apple Education Sales Support specialist.

"Ship-to Location" means a location specified by a Participant that receives shipments from Apple.

"Demo Station" means a high-traffic space set up according to the specifications outlined in this document that is located on campus and provides access for EIP's to Demonstration Units.

"Prime Web Execution" means optimizing online presence in accordance with the Policies set forth in this document.

"Third-party Products" means hardware, software, support, and training products manufactured, distributed, or licensed by companies other than Apple.

"Transactions" means qualifying purchases by EIPs from the Apple Store for Education.

"Qualifying Links" means a URL provided by the Affiliate Vendor or Apple that contains unique coding required to track sales referred by Participants to the Apple Store for Education. Only sales referred through a Qualifying Link can be tracked for ADF payment. It is the sole responsibility of the Participant to work with the Affiliate Vendor to ensure that all referrals of eligible customers to the Apple Store for Education from the Participant are tracked via Qualifying Links.

"Vanity URL" means a unique URL provided by Apple that redirects online customers to the corresponding Custom Store associated with the Institution and is a Qualifying Link.

Program Overview

The Apple on Campus program is intended for Institutions interested in guiding EIPs of the Institution to Apple products and solutions through marketing and service activities. A participant must have the ability to:

- Establish Apple systems as an approved computing platform on campus;
- Maintain an Institution-managed website(s) for the purpose of communicating the benefits of Apple technology to students, faculty, and staff:
- Guide EIPs to buy Apple products through the online Apple Store for Education via Affiliate links on the Institutionmanaged website(s); and
- Promote Apple products and solutions as well as the Academic Website on campus through marketing activities

Program Benefits

Apple provides the following benefits for Participants of the Apple on Campus program:

- Access to the Affiliate Tool and Affiliate Vendor, including online merchandising with Apple-created assets, and affiliate performance reporting;
- Access to Apple Sales Web, Apple Sales Training Online, marketing materials and other program-related resources;
- Ability to earn ADF based upon meeting the Apple on Campus program requirements for Basic or Prime Web Execution
- Opportunity to earn additional ADF funds by hosting an approved Demo Station as described herein
- Eligibility for those approved for a Demo Station to purchase demonstration units from Apple's Collegiate Purchase Program Demo Unit Price List;
- Support from the Apple on Campus Program Management through appleoncampus@apple.com.

Minimum Requirements Summary

The Apple on Campus Participant must meet the following criteria, as described in greater detail in the Policies, to receive ADF: - Maintain a current Agreement with Apple;

- Login to the Affiliate Tool and accept the Affiliate Agreement terms of use;
- Support of Apple products as an approved platform for use on campus;
- Administrative access to the Academic Website where the Qualifying Link to the Apple Store for Education is located;
- Promote Apple products and solutions as well as the Academic Website on campus through outbound marketing activities no fewer than once per Apple fiscal quarter.

Apple Sales Web (ASW) Access

ASW (http://asw.apple.com) provides online confidential information to Apple on Campus Participants. These Policies are posted to ASW. To gain access to ASW, follow the registration link on the ASW home page. Participants must access ASW weekly to ascertain whether Apple has modified these Policies.

Any individual acting on behalf of a Participant (for example, employees, agents, or contractors) and accessing any information on ASW agrees on behalf of him or herself and the Institution to all of ASW Terms and Conditions of Use. The Participants should review the ASW terms and conditions of use at http://asw.apple.com and click on the "All Rights Reserved" link.

If a Participant's employee who has ASW access ends their employment, the employee ceases to be eligible for ASW access. The Institution continues to be liable for the individual's use of information obtained via ASW. The Institution is responsible for immediately notifying Apple at appleoncampus@apple.com so that the ASW access for the employee can be terminated.

Continued acceptance of and compliance with the ASW terms and conditions of use is a condition of the Apple on Campus Program and each individual's continued access to ASW.

Affiliate Development Funds

Referred online sales, and subsequent ADF for qualifying purchases, can only be tracked through the use of the Affiliate tool and Qualifying Links. Access and agreement to the terms and conditions of the Affiliate Tool is required to received ADF.

ADF from Transactions

Subject to the terms and conditions of the Policies, the Participant will receive 2% ADF at the Basic Web Execution level and 3% at the Prime Web Execution level. Participants who meet the criteria for an approved Demo Station may earn an additional 1% ADF on eligible purchases. ADF is payed for Eligible Product purchases when an EIP accesses the Apple Store for Education through a Qualifying Link.

ADF is calculated based on the the Products purchased that are billed by Apple using the prices actually paid to Apple, less costs for shipping, handling, and taxes. Apple reserves the right to amend ADF at any time. If Apple or the Institution terminates participation in the Program or the Agreement, Apple will pay the Participant for ADF earned up to the date of termination.

Fee Schedule and Payment

The Affiliate Vendor will send the Participant a check for ADF earned on Transactions. Monthly statements are available to download within the Affiliate Tool. ADF is paid approximately thirty (30) days after the end of a calendar month. If Products are returned or charged back, Apple will deduct the corresponding ADF from the next monthly payment.

The Participant will have access to the monthly statements through the Affiliate Tool. Should the Participant need to change the individual designated for access to the Affiliate Tool, write to <u>appleoncampus@apple.com</u> for assistance.

Payment Disputes

The Institution has thirty (30) days from date of ADF payment to submit a dispute to <u>appleoncampus@apple.com</u>. Apple does not guarantee payment of ADF upon receiving a dispute. If Apple approves a dispute, the Participant will receive the ADF due in the next payment period.

Customer and Purchase Eligibility

Only transactions from EIPs on the Apple Store for Education qualify for ADF.

Eligibility Verification of Individual Purchasers Policy

An Apple Representative will verify eligibility of individuals purchasing through the Apple Store for Education. The Participant is not required to verify eligibility for Apple Store for Education purchases.

Qualifying Purchases

EIPs will be allowed to purchase the following quantities of product per academic school year:

- a. Desktop: One (1) may be purchased per academic year;
- b. Mac mini: One (1) may be purchased per academic year;
- c. Notebook: One (1) may be purchased per academic year;
- d. Display: A maximum of two (2) may be purchased per academic year; and
- e. Software: A maximum of two (2) per software title may be purchased per academic year.

Please note that not all products have special Education Pricing.

ADF Eligible Products

EIPs of the Institution must purchase Eligible Products from the online Apple Store for Education¹. Apple reserves the right to determine, withdraw or withhold any products or services from eligibility for ADF.

The following products and charges are not eligible for ADF:

- iPhone
- Apple-branded iPhone accessories
- iTunes Gift Cards
- Products purchased from the Demo Purchase Price List
- Institutional purchases
- Apple refurbished products
- Service products or parts
- Shipping and handling charges
- Taxes
- Returns

¹ Purchases made by the Institution direct from Apple or purchases made by EIPs of the Institution from Apple Retail Stores, Apple Direct, or Online stores not linked from the Institution Web-page will NOT qualify for ADF.

Basic Web Execution Requirements

Apple on Campus Program Acceptance

Acceptance into the Apple on Campus program is subject to an application process, and approval of the application is at Apple's sole discretion. Apple Program Management will send a welcome notice containing login information for the Affiliate Tool to the Institution when the application has been approved. The Participant is required to login to the Affiliate Tool to provide information for their W9 and accept the Affiliate Agreement within 7 days of receiving the welcome notice. The applicant is not considered a Participant unless the Affiliate Agreement is accepted and a W9 form is completed within the Affiliate Tool.

Affiliate Tool

Use of the Affiliate Tool is a requirement of the Program, and referred sales and associated ADF cannot be paid without implementation of Qualifying Links.

Within 30 days of first login to the Affiliate Tool, the participant must complete a training Webinar for the Affiliate Tool and ensure that a Qualifying Link is set up on the Participant's web site. It is the responsibility of the Participant to work with the Affiliate Vendor to ensure that t Qualifying Links are functioning properly.

Within 45 days of the first login to the Affiliate Tool, the Participant must have a Transaction from a Qualifying Link.

It is the sole responsibility of the Participant to ensure that all referrals of eligible customers to the Apple Store for Education from the Participant are tracked via Qualifying Links. The Participant has access to the Affiliate Tool and contact person with the Affiliate Vendor to check the progress of Qualifying Links.

Academic Website

The Participant must maintain a page on the Institution's website that communicates the benefits of Apple products and contains a Qualifying Link.

This page must meet the following requirements:

- The Qualifying Link must be no more than one link off of the homepage of the sponsoring department within the institution; and no more than three links from the Academic Website homepage
- The Academic Website must include information on obtaining post-sales support from Apple or an Apple Authorized Service Provider

Custom Store

Qualifying Links should link to a Custom Store. Participants are required to assign one person from the Institution to be the administrator of the Custom Store, and are required to populate the 'Recommended Systems' feature of the store. If the Custom Store is required to have end-customer authentication, a test user name and password must be provided to Apple. If logo is provided to the Custom Store team to have uploaded to the store front, no URL can be included with the image. For information about set-up or administration of a Custom Store, write to <u>customstores@apple.com</u>. Use of a Custom Store is subject to separate terms and conditions.

If a Participant has been approved to include security authentication in conjunction with the Custom Store, the Affiliate Link must be incorporated in the authentication link's redirect to the Custom Store, or on a web page that exists after a customer authenticates. The Participant must provide Apple with a test user name and password if using customer authentication with a Custom Store. It is the sole responsibility of the Participant to ensure that this Qualifying Link is tracking sales. The Participant may work with the Affiliate Vendor to test these Qualifying Links.

Service

Participants must, at a minimum, provide post-sale support of Apple Products by referring customers to an Apple Authorized Service Provider (AASP) or to Apple to perform specific product repairs.

Marketing and Promotion

The Participant must have the ability to target EIPs of the Institution with out-bound marketing activities year-round and must execute outbound marketing activities no less than once per Apple fiscal quarter. At a minimum, information to be communicated quarterly should include the Demo Station location if applicable, service options, and any current Apple promotions. Examples of outbound marketing activities that may be used include:

- direct mail and email
- advertisements in the campus newspaper
- advertisements on campus associated websites
- billboards
- posters and fliers; and
- other events that are effective at the Institution

If necessary to claim reimbursement for Apple co-marketing initiatives, the invoice to Apple must be dated and itemized with a list all services and products and their costs. The amount contributed by the store to the marketing initiative, as well as the total amount due from Apple, must also be included. Note that contributions to marketing activities must be pre-approved by Apple Education Sales personnel. Invoices not containing the required information will not be approved for payment. Apple branded products are not permitted to be billed to Apple.

Additional ADF Opportunities

Participants in compliance with Basic Web Execution may qualify for additional ADF on Transactions by meeting the criteria for Prime Web Execution and/or Demo Station.

Prime Web Execution Requirements

The Participant has the opportunity to earn 1% ADF in addition to the 2% ADF earned through Basic Web Execution by meeting requirements for both Basic and Prime Web Execution, to earn a total of 3% ADF. To be eligible, the following criteria must be met:

- Apple technology referenced within the Global Navigation that points to a technology landing page containing information about Apple recommendations (if applicable), awareness of Apple Education Pricing, Apple product imagery, and provides a link to purchase at the Apple Store for Education;
- A Banner ad placed above the fold on any relevant page within the Academic Website (for example, textbooks, bookstore, computers, special deals, etc.); and
- Allow for automatic creative updates through the use of the Affiliate Tool.

Demo Station

Providing EIP's with the opportunity to test-drive a Mac on campus offers a valuable service to those considering making an Apple purchase. It also may help increase ADF eligible Transactions. Because of the extra value that this service provides to customers, Participants hosting an approved Demo Station have the opportunity to earn 1% ADF in addition to the ADF earned for Basic (2%) or Prime Web Execution (3%) for a total possible ADF of up to 4%.

To effectively provide information and assist those interested in learning more about Apple, the Demo Station should be easily accessed in an inviting and highly visible area on campus. It must be maintained with current Products and appropriate, supporting marketing materials. To provide a quality experience to EIP's and qualify for additional ADF, a Demo Station must meet the following requirements:

- Must be located in a central or high-traffic area on campus;
- Must include at least two (2) current Apple systems (desktops and/or notebooks). The Apple systems selected should complement the Institution's focus. *Please note: iPad cannot be displayed as a Demonstration Unit;*
- Must be open to EIPs no fewer than 30 hours per week;
- Each Demonstration Unit must have the current OS. Demo Units must also have current versions of iLife and iWork software installed, as well as Microsoft Office for the Mac;
- The Participant must provide continuous internet access on all Demonstration Units;
- Demo Station and Demonstration Units must be cleaned regularly and well-maintained;
- The Demo Station and it's fixtures must be dedicated solely to the display of Apple products. Competing products, pointof-sale systems, third-party stands, displays, keyboards, and mice cannot be used with Demonstration Units or located on the same fixtures;
- Objects should not obstruct a customer's access from using a Demonstration Unit. Chairs and stools should not block access to the Demo Stations. Products should not be stored above or below Demonstration Units;
- Information about the Demo Station must be included on the Academic Website within the same page as the Qualifying Link(s). Information must include location, hours of operation, services, and ability to preview a Mac using the demonstration units.

The following are display and marketing requirements for the Demo Station:

Demo Station Display Requirements

- Apple recommends freestanding tables as fixtures. Cabinet surfaces that meet the requirements are also acceptable;
- Fixtures for Apple Demonstration Units must be between 30 and 40 inches in height;
- Each fixture must have enough surface area to display at least two Mac demonstration units (desks do not meet this requirement);
- Demo Stations should provide generous space in between Demonstration Units. Apple recommends 10 inches of space between each unit and 41⁄4 inches of space from the edge of the fixture to the Demonstration Unit, as well as space for required table top marketing materials.
- Shelves may not be used as fixtures for the Demonstration Units, and are not to be used above the Demonstration Units;
- Campus Rep tablecloths are not permitted to be used by Participants for the Demo Stations;

Demo Station Marketing Requirements

- For every two Demonstration Units, there must be an accompanying A3 acrylic holder and sign appropriate to the products being displayed;
- For every two Demonstration Units, there must be an accompanying Take-one acrylic holder and cards;
- Demo Units must run the Education demo loop provided by Education Marketing, and downloadable on ASW; and
- Optional Se-Kure Alarm module with 5 security cables.

A starter kit designed for two Demonstration Unit's, including the required marketing materials for the Demo Station, is available through <u>Print on Demand</u>. One starter kit per Apple on Campus participant with a Demo Station will be supplied by Apple. Additional resources will be available through Print on Demand.

Participants who would like to operate an approved Demo Station should include the details of their proposal in their initial program application or email appleoncampus@apple.com to request instructions on submitting a proposal. Proposals will be reviewed by Apple Program Managers and verification will be requested once the Demo Station is in place. Final approval of Demo Stations is at the discretion of Apple Program Management.

Demo Station Training Requirements

If operating an approved Demo Station, each calendar year one (1) staff person must achieve Apple Product Professional status through Apple Sales Training Online. For information about Apple Sales Training Online visit <u>http://salestraining.apple.com</u>.

Demonstration Units

The Demonstration Units for an Approved Demo Station must comply with the following:

- The most current Collegiate Purchase Program Demo Unit Confidential Price List available on ASW in accordance with Apple's current policy.
- Demonstrate Mac-compatible software, examples include the iLife software suite and third-party software such as Microsoft Office for the Mac.
- Provide continuous internet access to Apple Web sites, including the Apple Store for Education, on all demonstration units.

Demo Unit Ordering Policy

Participants applying for the additional 1% ADF for an approved Demo Station must obtain Demonstration Units according to these policies.

Eligible Demonstration Units are listed in the current Collegiate Purchase Program Demo Unit Confidential Price List, posted on ASW (<u>http://asw.apple.com</u>). iPad is not eligible for Participants to order or have on display for the Demo Station.

Each Participant's approved Demo Station is allowed to order a maximum of one (1) Demo unit per configuration for the life of that product. Demonstration Units may be resold six (6) months after the invoice date or when the product is no longer offered on Apple's current price lists, as long as the unit is replaced by a newer Demonstration Unit.

Orders for Demonstration Units must be placed with the Apple Customer Support Center via one of the following methods:

- a. Online Demonstration Unit Store: <u>https://asw.apple.com/cgi-bin/WebObjects/ASWViewer.woa/wa/display?id=L306949A-US</u> (must registered as an Authorized Education Store purchaser in order to use the Online Demo Unit Store)
- b. Mail: Purchase orders may be mailed to the Austin Support Center for processing:

Apple Inc. Order Management M/S 198-HE 12545 Riata Vista Circle Austin, TX 78727 800-800-2775

c. Facsimile: Purchase orders may be faxed to 512-674-2973.

Other Demonstration Unit Policies

- Demonstration Units are not eligible for return.
- Demonstration orders must be ordered separately from non-demo products. Verbal orders and email orders will not be accepted for any order.
- If a Participant has an Inoperable Upon First Use (IUFU) Demo Unit, the guidelines under the Inoperable Upon First Use Policy must be followed.
- Demonstration Units are not eligible for Price Protection.
- Demonstration Unit product availability and pricing is subject to change without notice.

Inoperable Upon First Use Criteria

A Product is considered IUFU if it shows one or more of the following symptoms that preventing basic operability upon its first use out of the box.

- Hardware failure. The Product is exhibiting symptoms that include, but are not limited to, inability to boot from a CD or clean System Folder, lack of response from the keyboard or track pad, no sign of power, or the computer or Apple monitor does not appear to function because the screen remains black or gray.
- *Physical defect*. The Product has an apparent physical defect including, but not limited to, a cracked display (including on portable computers), broken plastics, an excessively noisy hard drive, a tinted or tilted display, or static buzz from the computer's speakers.
- Missing or damaged components. The Product is missing parts or has damaged components, including, but not limited to, drives, cards, or items in an accessory kit, such as the keyboard, mouse, or a bundled CD.
- Software freeze. The computer is experiencing a software-related freeze suggesting that either a clean install/restore or a hard drive initialization is necessary, and the customer has not yet installed any other software.

Any product symptoms outside the above criteria are not considered IUFU. As new Products are offered, Apple reserves the right to determine whether or not this IUFU Policy will apply to those products. Apple reserves the right to test returned IUFU Products. Process for Qualifying Apple IUFU

- 1. The customer calls Apple Education Technical Support at 800-800-2775, within thirty (30) days of the date the customer received the box.
 - a. Replacement
 - i. Apple Education Technical Support obtains the necessary information from the customer.
 - ii. A Sales Support Operations (SSO) representative contacts the customer within one (1) business day with the following information expected delivery date of the replacement unit, prioritized at Apple's sole discretion, and with details on the process for returning the IUFU unit. Alternative: If the thirty (30) day time period has not expired and the CSC has first called Apple Technical Support for approval, the CSC may choose to give the customer a replacement unit from its inventory. Apple will ship a replacement unit to the CSC to replenish its inventory.
 - b. Service
 - i. Customer is referred to a service provider.
 - ii. Customer is informed that, once serviced, the Product is no longer eligible for replacement.

If the Product is not deemed to be IUFU by an Apple Authorized Service Technician, the customer will be referred to a service provider for repair.

Demonstration Unit Bill-to Locations Policy

Each Participant is allowed two (2) Bill-to Locations. To request a second Bill-To Location or to change information for an existing Billto Location, the Institution must complete a Collegiate Purchase Program General Information Form, available on ASW, and send the information via email to <u>contracts@apple.com</u>.

Demonstration Unit Ship-to Locations Policy

Each Participant is allowed unlimited Ship-To Locations. Whenever Apple to ships to a location that is not at the Institution's campus, the transaction will be treated the same as if Apple were shipping directly to the Institution.