



Education Purchase Agreement (EPA) Checklist

Overview: Please take a few moments to review the documents enclosed. Ensuring that each document is reviewed, filled out completely and accurately, and returned to the address below will allow Apple to quickly process your contract. For your convenience you can check each item off from this list.

Note: Please provide Apple with originals of the EPA Agreement and Credit Application; Apple will not process faxed copies of the Agreement. Please contact contracts@apple.com with any questions.

- _____ Education Purchase Agreement (EPA) – print and execute 2 originals - Apple will send one original back for your records
 - Review the EPA Agreement
 - Fill in your Institution’s name and address at the top on the first page of both originals
 - Sign and date the last page of both originals

_____ Contact Information:

Purchaser’s Contact for Mailings:

NAME (please print) _____
 PHONE _____
 FAX _____
 EMAIL _____

Purchasing Agent Information:

NAME (please print) _____
 PHONE _____
 FAX _____
 EMAIL _____

Additional locations that your Institution may be authorized to purchase under (“Sold To Entities”):

(for multiple sold-to entities, please submit an attached list with your Agreement)

NAME (please print) _____
 PHONE _____
 FAX _____
 EMAIL _____

Please check whether your institution is a:

- _____ Public institution **-or-**
- _____ Private institution

- _____ Tax Exempt – a Tax Exemption Certificate must be provided if institution is a tax exempt entity **-or-**
- _____ Not Tax Exempt

_____ Credit Application – must be returned if a Private institution

Doing Business with Apple (this document does not need to be returned).

Online Ordering with Apple (this document does not need to be returned).

Return all required documents (including this completed checklist) to:

**Apple Computer, Inc.
 Sales Contracts Management
 1 Infinite Loop, MS 38-3CM
 Cupertino, CA 95014**



Education Purchase Agreement

This Education Purchase Agreement is made between Apple Computer, Inc., a California corporation at 1 Infinite Loop, Cupertino, California 95014 ("Apple") and _____ ("Purchaser") located at _____.

1. Definitions

When used in this Agreement, the following terms have the meanings set forth below:

A. "Agreement" means collectively this Education Purchase Agreement, any amendments or additions, and any documents or materials incorporated by reference.

B. "Apple Product" means hardware, software, service, support, and training products manufactured, distributed or licensed ("sold") under the Apple brand name, that Purchaser may acquire from Apple for its own use.

C. "Authorized Apple Price Lists" means the then-current lists of prices for Purchaser's purchase of Products from Apple.

D. "Confidential Information" means confidential information disclosed by either party to the other, including but not limited to the terms and conditions of this Agreement, any non-public information relating to the other party's research, development, proprietary technology, product and marketing plans, finances, personnel, business opportunities, and pricing, but not including information that becomes public knowledge except to the extent made public in violation of this Agreement.

E. "Products" means hardware, software, service, support and training products, including Apple Product that may be sold by Apple to Purchaser for Purchaser's own use.

2. Purchase Authorizations

A. Not-for-Profit Status

Purchaser warrants that it is a not-for-profit, degree-granting institution organized for educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or a public sector degree-granting institution. Should Purchaser's status change, Purchaser will notify Apple immediately.

B. Eligible Purchasers

Eligible Purchasers include Purchaser and any school districts and their school systems, Boards of Education, state universities and colleges, and community, vocational and technical colleges under the authority of Purchaser. Products purchased shall be for Purchaser's own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

3. Support

Apple will provide post sales support for Apple Product as described in the documentation accompanying such products. Apple will not provide support for Products that are not Apple Product. Purchaser will promptly notify Apple in writing of any suspected Product defect or safety issue.

4. Purchases from Apple

A. Ordering

All purchase orders must be submitted to Apple by an Apple approved Eligible Purchaser as defined in Section 2. Purchaser is solely responsible for all purchase decisions, including ensuring the compatibility and appropriateness of all Products.

B. Limited Billing Service Account

Apple will provide Purchaser a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs. Purchaser may be asked to submit a purchase order when placing a service order. Purchaser acknowledges that Apple does not provide service CIP or repair pricing on an Authorized Apple Price List; Apple will quote current pricing to Purchaser prior to processing any purchase order, and Purchaser will have the option to either accept or decline the quoted prices. In the event Purchaser accepts the quoted pricing, Apple will process the purchase order under the terms of this Agreement; should Purchaser decline the quoted prices, Apple will not process the purchase order.

C. Price

Prices shall be as set forth on the applicable Authorized Apple Price List in effect on the date Purchaser's order is accepted by Apple. Apple reserves the right to accept or decline any order, in whole or in part. Apple may cancel any accepted order prior to shipment. Unless Purchaser notifies Apple otherwise, Apple may make partial shipments of Purchaser's orders. Apple will not be liable for any failure to ship complete orders. Purchaser will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Purchaser. Prices include standard freight and insurance using an Apple-selected carrier. All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Purchaser. Proof of tax exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction.

D. Delivery

Title and risk of loss to all Products will pass to Purchaser upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the term of this Agreement, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the term of the Agreement, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide third-party insurance for damaged or lost Products with Purchaser named as the loss payee. When not shipping Products pursuant to Apple's standard practices but instead shipping via a carrier selected by Purchaser, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Shipping charges for orders that are shipped under Purchaser's instructions will be added to Apple's invoice, or shipped freight collect, at Apple's option.

E. Payment

Purchaser shall be invoiced upon shipment of Products and, provided Purchaser is qualified for credit with Apple, payment of such invoice will be due no later than thirty (30) days from date of invoice. Apple reserves the right to change the Authorized Apple Price Lists and Purchaser's credit terms at any time.

5. Confidentiality

To the extent permitted by law, neither party will use the other's Confidential Information except as required to achieve the objectives of this Agreement, or will disclose such Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Neither party will make any disclosure or statement of Confidential Information in connection with this Agreement or its subject matter without the other's prior written consent or as required by law.

6. Limited Warranty

A. The sole warranty for Apple Product, if any, purchased under this Agreement shall be Apple's standard Limited Warranty as set forth in the documentation that accompanies each Apple Product.

B. All Products, other than Apple Product, are sold "as is" and without warranty from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in any warranty documentation that accompanies such Products. Upon Purchaser's request, Apple will provide a copy of any manufacturer's warranty accompanying Products offered by Apple under this Agreement.

7. Indemnification

A. Apple will defend any proceeding or action brought by a third party against Purchaser to the extent based on a claim that: (1) the marketing or use of any product sold by Apple to Purchaser infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party; or (2) a defective Apple Product directly caused death or personal injury or damage to tangible property (provided the product at issue has not been altered, modified or otherwise changed by Purchaser). Apple will indemnify Purchaser for damages awarded to third parties solely as a result of such claims. Apple's obligation to so defend and indemnify Purchaser is contingent on Purchaser's compliance with the Notice/Defense paragraph set forth below.

B. Notice/Defense: Purchaser shall promptly notify Apple of any claim, demand, proceeding or suit of which Purchaser becomes aware which may give rise to a right of defense or indemnification pursuant to this section ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Purchaser's first learning of such proceeding. Notice must include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions necessary to completely and finally resolve the Claim by settlement or compromise. Upon acceptance of tender, Purchaser will cooperate with Apple with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, both parties will not publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

8. Proprietary Rights

A. Neither party shall use the other's name, logo, trademarks or trade names in any of its advertising, communications, or publications without the prior written permission of the other.

B. Purchaser acknowledges that Products often contain not only hardware but also software, including but not limited to operating

systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and be protected by patents. Purchaser, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

C. Unless Purchaser has obtained Apple's prior written consent, Purchaser, in addition to any obligations or restrictions set forth in any license which may accompany a Product, shall not copy the software, except to back up or for archival purposes, and Purchaser shall promptly affix to any such copy the same proprietary and copyrights notices as were affixed to the original. Purchaser shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof, or otherwise change any of the software or its form.

9. Limitation of Liability and Remedies

To the extent permitted by law, the total liability of Apple, whether in contract, warranty, tort, strict liability, statute or otherwise, shall be limited to an amount not to exceed three hundred thousand dollars (\$300,000) for all claims arising out of this Agreement, except for indemnity claims under Section 7. IN NO EVENT, WHETHER AS A RESULT OR BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST BUSINESS PROFITS OR REVENUE, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, OR THE COST OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. This Limitation is a critical element of the parties' bargained-for consideration and will be effective even in the event Apple is informed in advance of the possibility of such damages. The remedies set forth in this Agreement shall be Institution's sole and exclusive remedies for any claims against Apple under or related to this Agreement.

10. Term and Termination

A. Term

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the date Apple signs it until March 31, 2005; and unless either party provides written notice to the contrary to the other party not less than thirty (30) days before the expiration of any renewal term, this Agreement shall be renewed for additional one (1) year periods.

B. Termination

Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event the other is in material breach of this Agreement. In the event notice is given terminating this Agreement, the due date of all Apple invoices shall be accelerated so that they become due and payable as of the date of notice of termination.

C. Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive expiration or termination.

11. General Terms

A. Governing Law

This Agreement will be governed and interpreted under the laws of the state in which Purchaser is located.

B. Notice

Any notice under this Agreement 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 set forth below for Apple and to the address designated on page one (1) of this Agreement by Purchaser for receipt of notices, or as may be provided by the parties.

Apple Computer, Inc.
Sales Contracts Management
1 Infinite Loop, M/S 38-3CM
Cupertino, CA 95014

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

C. 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 the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

D. Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, it includes the singular.

E. 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 a different kind.

F. Assignments

Purchaser may not assign, in whole or in part, this Agreement without Apple's prior written approval.

G. Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties. This Agreement contains all of Apple's and Purchaser's agreements, warranties, understandings, conditions, covenants, and representations. Neither Apple nor Purchaser will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Apple may refuse any different or additional provisions in purchase orders, invoices or similar documents and such refused provisions will be unenforceable.

H. Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Purchaser

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Apple Computer, Inc.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DEPT: Sales Contracts Management

EFFECTIVE DATE: _____



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B. Eligible Purchasers

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D. Delivery

Title and risk of loss to all Products will pass to Purchaser upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the term of this Agreement, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the term of the Agreement, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide third-party insurance for damaged or lost Products with Purchaser named as the loss payee. When not shipping Products pursuant to Apple's standard practices but instead shipping via a carrier selected by Purchaser, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Shipping charges for orders that are shipped under Purchaser's instructions will be added to Apple's invoice, or shipped freight collect, at Apple's option.

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To the extent permitted by law, neither party will use the other's Confidential Information except as required to achieve the objectives of this Agreement, or will disclose such Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Neither party will make any disclosure or statement of Confidential Information in connection with this Agreement or its subject matter without the other's prior written consent or as required by law.

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7. Indemnification

A. Apple will defend any proceeding or action brought by a third party against Purchaser to the extent based on a claim that: (1) the marketing or use of any product sold by Apple to Purchaser infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party; or (2) a defective Apple Product directly caused death or personal injury or damage to tangible property (provided the product at issue has not been altered, modified or otherwise changed by Purchaser). Apple will indemnify Purchaser for damages awarded to third parties solely as a result of such claims. Apple's obligation to so defend and indemnify Purchaser is contingent on Purchaser's compliance with the Notice/Defense paragraph set forth below.

B. Notice/Defense: Purchaser shall promptly notify Apple of any claim, demand, proceeding or suit of which Purchaser becomes aware which may give rise to a right of defense or indemnification pursuant to this section ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Purchaser's first learning of such proceeding. Notice must include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions necessary to completely and finally resolve the Claim by settlement or compromise. Upon acceptance of tender, Purchaser will cooperate with Apple with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, both parties will not publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

8. Proprietary Rights

A. Neither party shall use the other's name, logo, trademarks or trade names in any of its advertising, communications, or publications without the prior written permission of the other.

B. Purchaser acknowledges that Products often contain not only hardware but also software, including but not limited to operating

systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and be protected by patents. Purchaser, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

C. Unless Purchaser has obtained Apple's prior written consent, Purchaser, in addition to any obligations or restrictions set forth in any license which may accompany a Product, shall not copy the software, except to back up or for archival purposes, and Purchaser shall promptly affix to any such copy the same proprietary and copyrights notices as were affixed to the original. Purchaser shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof, or otherwise change any of the software or its form.

9. Limitation of Liability and Remedies

To the extent permitted by law, the total liability of Apple, whether in contract, warranty, tort, strict liability, statute or otherwise, shall be limited to an amount not to exceed three hundred thousand dollars (\$300,000) for all claims arising out of this Agreement, except for indemnity claims under Section 7. IN NO EVENT, WHETHER AS A RESULT OR BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST BUSINESS PROFITS OR REVENUE, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, OR THE COST OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. This Limitation is a critical element of the parties' bargained-for consideration and will be effective even in the event Apple is informed in advance of the possibility of such damages. The remedies set forth in this Agreement shall be Institution's sole and exclusive remedies for any claims against Apple under or related to this Agreement.

10. Term and Termination

A. Term

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the date Apple signs it until March 31, 2005; and unless either party provides written notice to the contrary to the other party not less than thirty (30) days before the expiration of any renewal term, this Agreement shall be renewed for additional one (1) year periods.

B. Termination

Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event the other is in material breach of this Agreement. In the event notice is given terminating this Agreement, the due date of all Apple invoices shall be accelerated so that they become due and payable as of the date of notice of termination.

C. Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive expiration or termination.

11. General Terms

A. Governing Law

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B. Notice

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Apple Computer, Inc.
Sales Contracts Management
1 Infinite Loop, M/S 38-3CM
Cupertino, CA 95014

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

C. 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 the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

D. Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, it includes the singular.

E. 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 a different kind.

F. Assignments

Purchaser may not assign, in whole or in part, this Agreement without Apple's prior written approval.

G. Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties. This Agreement contains all of Apple's and Purchaser's agreements, warranties, understandings, conditions, covenants, and representations. Neither Apple nor Purchaser will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Apple may refuse any different or additional provisions in purchase orders, invoices or similar documents and such refused provisions will be unenforceable.

H. Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Purchaser

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Apple Computer, Inc.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DEPT: Sales Contracts Management

EFFECTIVE DATE: _____

APPLE COMPUTER, INC.

PRIVATE AND CHARTER SCHOOL CREDIT AGREEMENT

We, _____, hereby apply for credit privileges with Apple Computer, Inc., and in so doing agree to the following:
(name of institution)

- To Pay** all invoices on or before the due date according to the terms shown on the invoice;
- To Report** any errors, omissions, shortages, damages or any other disputes immediately upon discovery;
- To Pay** any balance that is not disputed on or before the due date;
- To Pay** any late fees assessed for payments received after the due date;
- To Pay**, if necessary, all collection costs and including but not limited to attorneys fees and court costs;
- To Pay** any fees charged by Apple Computer for any check not honored by our bank for whatever reason;
- To Provide** any and all information Apple Computer requires for evaluating our request for a credit account.
- To Notify** Apple Computer of any changes of ownership of our Institution.

I hereby certify that the information provided in this agreement is, to the best of my knowledge, true and correct. I authorize Apple Computer to verify any of the information that has been submitted, and I understand that you are relying on this information for the purpose of granting credit terms.

I understand that this Agreement is not binding on Apple Computer and our application may be denied if the information provided does not satisfy Apple Computer's requirements for a credit account.

By: _____
(print or type name)

Title: _____

(signature)

Date: _____

email: _____

Fax: _____

INFORMATION

Full Legal Institution Name: _____

DBA or Operating Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Billing Address (if different): _____

City: _____ State: _____ Zip: _____

Accounts Payable Contact: _____ Phone: _____

email: _____ Fax: _____

Purchasing Contact: _____ Phone: _____

email: _____ Fax: _____

How often does your Institution process invoices for payment: ___ Daily ___ Weekly ___ Monthly

If Monthly, on which day of the month (1st, 10th, etc) _____

Corporation ___ Proprietorship ___ Partnership ___ Other _____

Please Check: Purchase Order Required Will Accept and Make Payments on Partial Shipments

Note: Powerschool and Professional Services will always be invoiced as service is rendered.

We wish to establish a credit account and request a Credit Line of : \$ _____

Bank Name: _____ Account Number: _____

Key Contact: _____ Phone: _____ email: _____

PLEASE ATTACH A COPY OF YOUR MOST RECENT AUDITED FINANCIAL STATEMENT, WHICH SHOULD INCLUDE AT A MINIMUM A BALANCE SHEET AND INCOME STATEMENT.

Note: Failure to include financial information with this agreement will delay processing, and we reserve the right to establish a Prepaid Only account for you if current financial information is not included.

Doing Business With Apple

Ordering Apple Products

An Institution orders Apple Product from the current applicable Education Purchase Program Price List. Availability of Products and pricing are subject to change.

Terms and Conditions

Apple's credit terms are net 30 days from date of invoice. Private and for-profit schools must submit a credit application and current financials.

If an Institution is tax-exempt, a tax-exempt certificate must accompany the returned agreement.

Shipments

Apple may make partial shipments against your order unless otherwise requested. Please indicate on your purchase order whether you will accept partial shipments. By accepting partial shipments, you may receive your order sooner. Partial shipments will be invoiced separately and must be paid for when due without regard to subsequent deliveries. Title and risk of loss to all purchases pass at Apple's shipping location. Apple pays for all transportation charges unless special requests are made. When your shipment arrives, it is very important to verify the number of boxes received versus the number of boxes noted on your bill of lading. Apple will only be responsible for replacing missing or damaged boxes if any problems are specifically noted on the bill of lading. Your signature denotes your acceptance of the number of boxes noted on the bill of lading.

Please see the terms of your agreement for Apple's obligations regarding replacing lost or damaged product.

For the status of your shipment, call Apple Education at 1-800-800-APPL (2775), option 4, and then option 2. Order Status Information can also be obtained on our web site at: <http://www.apple.com/OrderStatus>. You will need your sales order number and delivery zip code to access order status information.

Return Policy

All sales are final, except as noted below.

Returns will be accepted only under the following circumstances:

- Apple shipping or order processing error; or
- Product damaged during shipment and noted on the bill of lading; or
- For DOA returns, Apple Tech Support must deem the product DOA, at 800-800-2775. Customers may return DOA products for a replacement unit only. All returns must be authorized in advance.

Due to Apple's limited return policy, it is important that all submitted orders be accurate. If you are in doubt about an order, please call Apple Education at 1-800-800-APPL (2775). Call 1-800-800-APPL (2775) for product, program, and pricing information. Purchase orders will be placed within one business day of receipt. Cancellations and changes to an order must be received in writing within one business day of sending the purchase order to Apple. Once the order has shipped, the Institution may not cancel or change the order.

Institutions may place orders directly via the Internet at the AppleStore for Education. Configure to Order product orders placed directly via the Apple Store for Education are final and the Institution or eligible individual purchase may not cancel or make changes to the order once it has been submitted to Apple.

Service and Support

Apple offers the following services with every computer:

- Toll-free telephone support. "Up and running" assistance (help with setup, configuration, Apple hardware and software troubleshooting) is included with every Apple Product.
- A one-year limited warranty is included with most Apple hardware and peripherals. For details on expanded service options, call Apple Education at 1-800-800-APPL (2775), option 3, then option 1.

Technology Planning, Product and Pricing Information:

For current Apple pricing and product information or assistance with product configuration or technology planning, call Apple Education at 1-800-800-APPL (2775) option 2, and then option 2. Additional information is also available at: <http://www.apple.com/education/>

Fax or mail your order to:

Apple Computer, Inc.

Attn: Education Sales Support MS: 198-ED

P.O. Box 149116

Austin, TX 78754-9116

Fax: 512-674-2992



Online Ordering with Apple

Apple offers Online Ordering for Education Institutions! Ordering online via the AppleStore for Education is quick, easy and offers the following benefits:

Most current pricing, product and promotional offerings available 24 hours a day, 7 days a week

Place orders whenever it's most convenient for you
Custom, Configure-to-Order products are only available when ordered online
From time to time, there are special offers only available via the AppleStore

Current order information available 24 hours a day, 7 days a week

Order Status
Estimated ship dates
Billing and shipping information
Tracking numbers

Reduces problem orders, order processing time and administrative costs

Can speed internal communications to authorized purchaser
Proposals can be retrieved and submitted as an order to Apple without re-keying.
Eliminates the chance of lost internal paperwork or purchase orders submitted to Apple
Greatly reduces errors or outdated product and pricing information which delay order shipment and require manual follow-up with Apple

The AppleStore is a secure site

How to use the Apple Store:

To create proposals and place orders online via the AppleStore for Education, go to:

<http://store.apple.com/Catalog/US/Images/routingpage.html>

To become an Authorized Purchaser go to:

<http://store.apple.com/Catalog/US/Images/routingpage.html>. Under Register to be an Online Purchaser, select College/University or K12 as appropriate and you will be routed to the Registration page.

If you'd like more information about online ordering with Apple, please visit our online user guide at:

http://store.apple.com/Catalog/US/Images/help_edu.html

Your Apple Sales Support contact can also assist with any questions you may have regarding online ordering. To contact Apple Sales Support, please call 800-800-2775 and select option 4.