

## ***Additional Terms relating to Regulation (EU) 2023/2854***

These terms are in addition to the Developer Program License Agreement between You and Apple (“**Agreement**”), and apply to the process of switching from Xcode Cloud (“**Service**”) to Your on-premises ICT infrastructure (“**Switching Process**”) as further set forth below. These additional terms are available only if You are enrolled in the Apple Developer Program as an organization based in the European Union. For the avoidance of doubt, You are free to switch to Your ICT infrastructure, on Your own responsibility, without following the Switching Process, provided this is done in compliance with the Agreement.

### **Notice**

You may initiate the Switching Process by sending Apple a notice (“**Notice**”), observing a two (2) month notice period (“**Notice Period**”). The Notice shall be sent to [xeusr@apple.com](mailto:xeusr@apple.com). In the Notice, You shall inform Apple whether You intend: (a) to switch to an on-premises ICT infrastructure by exporting Your relevant data (“**Relevant Data**”); or (b) not to switch but only remove Your Relevant Data from Xcode Cloud.

If You choose to switch to an on-premises ICT infrastructure, You can find information about the types of Relevant Data You can read and export during the Switching Process on <https://developer.apple.com/documentation/appstoreconnectapi/xcode-cloud-workflows-and-builds> and <https://developer.apple.com/documentation/xcode/running-tests-and-interpreting-results>.

### **Transitional Period**

This Switching Process will occur without undue delay after receipt of the Notice, and in any event within a transitional period of thirty (30) days following the end of the Notice Period (“**Transitional Period**”). Where the Transitional Period of thirty (30) days is technically unfeasible, Apple will: (a) notify You within fourteen (14) working days after receiving the Notice; (b) give proper justification for the technical unfeasibility; and (c) indicate an alternative period, which must not exceed seven months from the date of Your Notice. You shall confirm the receipt of such extension notice within three (3) working days. You may extend the Transitional Period once, for a period You consider more appropriate for Your own purpose, for no longer than three (3) months.

### **Obligations during Notice Period and Transitional Period**

Apple will do the following during the Notice Period and Transitional Period: (a) provide reasonable assistance to You for the Switching Process; (b) act with due care to maintain business continuity and continue to provide the Service under the Agreement; (c) provide clear information concerning known risks to continuity in the provision of the Service; and (d) maintain the same level of security in the provision of the Service throughout the Switching Process, in particular for the security of Personal Data during the transfer. Apple supports Your exit strategy relevant to the Service, including by providing all relevant information. You shall take all reasonable measures to enable an effective Switching Process. This means, for example, that You are responsible for importing and implementing Your Relevant Data into Your own systems.

### **Retrieval Period and Removal of Your Relevant Data**

You must retrieve or remove Your Relevant Data from Xcode Cloud within thirty (30) days from the end of the Transitional Period, or a different period agreed with Apple. After such period, and if the Switching Process has been completed successfully but You have not removed Your Relevant Data, Apple will make all Relevant Data generated by You or related to You directly inaccessible, except for the Relevant Data which Apple is obligated to retain under mandatory EU or EU Member States laws as long as Apple notifies You, if allowed by the law, what Relevant Data it will retain, for how long and on what grounds.

### **Termination of Service**

The Service will be considered terminated upon (a) successful completion of the Switching Process, or (b) at the end of the maximum Notice Period, where You notify Apple in writing that You do not wish to switch but to remove Your Relevant Data upon termination of the Service. You shall be notified of the termination.

**Jurisdiction of ICT infrastructure**

Our ICT infrastructure used to provide the Services are subject to the jurisdictions of countries in the European Union, and the United States of America (USA). Data is encrypted in transit and stored in an encrypted format at rest, and the encryption keys are secured in Apple-owned data centers in the USA.

**International Governmental Access to or Transfer of Certain Non-Personal Data**

Apple maintains technical, organizational, and legal measures designed to control access to non-personal data held in the European Union (EU), including processes to review governmental requests for access to such data. These measures include, for example, where relevant, an assessment of the relevant rights and obligations of the Apple entity or entities responsible for such data, the validity of such request, and legal options available to contest such requests, in particular where governmental access would create a conflict with EU law or the law of an EU Member State.