

PARTICIPATING ADDENDUM
NASPO Valuepoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment

Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-102
Apple Inc.
(hereinafter "Contractor")

and
The North Carolina Department of Information Technology (DIT)
(hereinafter "Participating State/Entity" or "State")

(Participating State/Entity Contract Number) [STC 204N]

- 1. Scope.** This Participating Addendum allows for purchase of the following Computer Equipment/Services: Desktops, Laptops, Tablets including Related Peripherals & Services led by the State of Minnesota along with a multi-state sourcing team for use by the North Carolina Department of Information Technology ("DIT") pursuant to N.C.G.S. 143B-1323 and applicable Administrative Rules for procurement of Information Technology, e.g. 9 N.C.A.C. 06A.0101 et seq. Participating Entities include State agencies and local education agencies (LEAs) pursuant to N.C.G.S. 143B-1323, 143B-1324. Such entities have been authorized by the State Chief Procurement Official of the state, within which it is located, to use this Participating Addendum for the NASPO Valuepoint Cooperative Purchasing Program for Computer Equipment. Other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state/entity contracts, and which receives prior written approval of the State's Chief Procurement Official.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contractor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

- 2. Participation.** Use of specific NASPO Valuepoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Any and all purchases by state agencies shall be reviewed by the Department of Information Technology Strategic Sourcing Office and conducted by and through the State's e-procurement purchasing system. Participation by LEAs and other non-state agencies shall be by and through such purchasing systems and processes as used by the LEA or as otherwise authorized by law. If a Participating Entity within the Participating State is purchasing under this Participating Addendum, Contractor shall assume that the Participating Entity has obtained prior approval to do so. Notwithstanding anything in the foregoing, the Contractor shall incur no liability for accepting orders from any unauthorized Participating Entity purchasing under this Addendum.

This Participating Addendum will result in a Convenience Contract pursuant to 9 NCAC 06B.0701(c)(1) and 06B.0701(c)(2). This Convenience Contract may be used by Executive State Agencies and other purchasers as permitted by N.C.G.S. 143B-1323, 143B-1324. Further, it may be used as a Convenience Contract, available, but not mandatory, for the use of non-state agencies permitted by law. Such entities include the North Carolina University System and its member campuses, instructional components of the Department of Public Instruction, instructional components of the North Carolina Community College System, as well as local (municipal and county) governments, and LEAs (Hereinafter all shall be referred to as "Eligible Purchasers").

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3. Order of Precedence.

- (i) A Participating Entity's Participating Addendum ("Participating Addendum"). A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Minnesota NASPO Valuepoint Master Agreement;
- (ii) Minnesota NASPO Valuepoint Master Agreement (includes negotiated Terms & Conditions);
- (iii) The Solicitation including all Addenda; and
- (iv) Contractor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents regarding purchases pursuant to this Participating Addendum shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Changes Specific to North Carolina Eligible Purchasers:

A. **Products and Services:** The items covered in this Addendum are for Apple Products and Services, which include:

- Desktop Units – as defined in Exhibit G of the Master Agreement
- Laptop Units – as defined in Exhibit G of the Master Agreement
- Tablet Units – as defined in Exhibit G of the Master Agreement
- Peripheral Components – the definition in Exhibit G of the Master Agreement is deleted in its entirety and replaced with the following:

"Peripherals" means any hardware product that can be attached to, added within, and be supported by, the Desktop Units, the Laptop Units, the Tablet Units, and the architecture described elsewhere herein. Peripherals must be present with the general offerings of the Contractor, and as such, available from the Contractor represented. Peripherals extend the functionality of a device without modifying the core components of the system. Peripherals may be manufactured by a third party, however, executive branch State agencies shall not

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purchase any peripherals manufactured by another contractor holding a contract with the State without the approval of the DIT Chief Procurement Officer. Peripherals include, but are not limited to, monitors, input devices (keyboards, mice), docking stations, memory, hard drives, laptop cases, etc. Adaptive/Assistive technology devices are included, as well as configurations for education Eligible Purchasers. Software, as defined in the Master Agreement, is not considered a peripheral. Audio Visual Products (cameras, digital projectors, televisions, whiteboards, etc.) are NOT considered as peripherals. The exception to this definition is whiteboards, which can be sold as part of the instructional bundles, but not as a stand-alone item. The Contractor shall provide the warranty service and maintenance for all products per the warranty terms in the Master Agreement.

For State Agencies as defined in N.C.G.S. §147-33.81 and subject to N.C.G.S. §147.33.95, Peripheral Component purchases shall not exceed \$5000.00 when procured separately from associated Apple Products. Contractor shall incur no liability for accepting and processing orders under this Addendum.

- Services – as defined in Exhibit G of the Master Agreement and as further described in Section 9 of this Addendum.

B. Contractor Utilization of Workers Outside the U.S.: In accordance with N.C.G.S. 143B-1334, the Contractors must detail in the bid response the manner in which it intends to utilize resources or workers. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Contractor's proposal. The Contractor shall provide the following for any proposal or actual utilization or contract performance:

- The location of services performed under the Addendum by the Contractor, and whether any of these services will be performed outside the United States,
- The corporate structure and location of corporate employees and activities of the Contractor,
- Notice of the relocation of the Contractor performing services under the Addendum outside of the United States, if applicable
- Any Contractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center Services are being provided, so long as they are requested to do so by the inbound caller

Will any Services under this contract be performed outside the United States?

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Yes _____ No X_____

Where will Services be performed? Services under this Participating Addendum will be performed in North Carolina.

C. State Agency purchases shall be completed using the State's e-procurement system. See paragraph 4.V Electronic Procurement. The terms and conditions made part of this Addendum contain language necessary for the implementation of North Carolina's statewide e-procurement initiative. It is the Contractor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer.

- General information on the e-procurement service can be found at <http://eprocurement.nc.gov/>
- Within two (2) business days after execution of the Addendum, Contractor must register in NC E-Procurement @ Your Service at the following website: <http://eprocurement.nc.gov/Vendor.htm!>

Contractor must be current on all e-Procurement fees. If the Contractor is not current on all e-Procurement fees, the State may disqualify the Contractor from further purchases.

D. Contractor shall provide to the Department of Information Technology Strategic Sourcing Office Contract Administrator quarterly sales reports in the execution and management of the Addendum. The sales reports shall include such data as the type of contract item sold, the number sold, and its dollar value. Sales data must be reported for the department, institution, or agency to which it was sold within the following categories: State Government (including executive, judicial, and legislative branches), local government (city and county), university system general administration and campuses, any of the North Carolina fifty-eight (58) community college campuses, and K-12 schools. The reports must be provided within thirty (30) calendar days after the Contractor's fiscal quarter ends. Contractors must submit the data in spreadsheet format (Microsoft Excel 2007 or later version).

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E. Computer Equipment Recycling Program:

Computer Equipment Manufacturers must comply with the requirements of N.C.G.S. §130A-309.134. Computer Equipment Manufacturers must register with the NC Department of Environmental Quality (<http://portal.ncdenr.org/web/wm/sw/electronics>) within fourteen calendar days of award. Failure to comply with the requirements of N.C.G.S. §130A-309.134 may result in termination or suspension of the Participating Addendum.

F. Order Information:

- There is no minimum order amount for this Addendum.
- The State will place orders via regular mail, fax, email, electronic procurement, or procurement card. No additional fees shall apply for orders purchased with a procurement card. Payments may be made via a State or political subdivision's purchasing card if presented at time of order.
- Contractor shall not charge any restocking fee for unopened hardware that is mutually agreed to be returned within thirty (30) days of delivery.
- Indicate the restocking fee for hardware that is returned after the thirty (30) day period.

Restocking Fee: A Restocking Fee is Not Applicable

- Any Order placed by and shipped to an Eligible Purchaser for a Product and/or Service available from Contractor under the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement and this Participating Addendum.

G. Product Recall: Contractor shall promptly notify both the contract administrator and the Eligible Purchaser of any product recall in accordance with applicable State and federal regulations.

H. Delivery:

- The Contractor shall make commercially reasonable efforts to complete delivery, and installation if applicable, within thirty (30) consecutive calendar days after receipt of purchase order.

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- A purchase order may include specific delivery instructions, as agreed upon by the Eligible Purchaser and the Contractor.
 - Contractor shall make commercially reasonable efforts to promptly notify the Purchasing Entity listed on the purchase order, upon determining that a shipment will be delayed, provided the Purchasing Entity has provided a contact email address and/or phone number on the purchase order. The notification should indicate the anticipated delivery date.
 - In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the location specified on the purchase order without additional cost. If there is a special case where inside delivery fee must be charged and is clearly specified on the Eligible Purchaser's order, the Contractor will notify them in advance in order for the Eligible Purchaser to determine if the additional cost will affect the decision to utilize the Contractor.
- I. Prohibition Against Contingent Fees and Gratuities: Contractor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State purchasing agent in writing prior to acceptance of the contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective party to sign this Addendum and bind the party to the terms and conditions of this Addendum. Contractor further warrants that no officer or employee of the State has any direct or indirect financial or personal beneficial interest in the subject matter of this Addendum; obligation or contract for future award of compensation as an inducement or consideration for making this Addendum. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of this Addendum. Violations of this provision may result in debarment of the Contractor(s) as permitted by 9 NCAC 06B.1207, or other provision of law.
- J. Availability of Funds: Any and all payments to Contractor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Eligible Purchaser for the purposes set forth in this Addendum. If this Addendum or any purchase order issued hereunder is funded in whole or in part by federal funds, the Eligible Purchaser's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Addendum or purchase order. If the term of this Addendum extends into fiscal years subsequent to that in which it is approved, such continuation of the Addendum is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in the Addendum. If funds to effect payment are not available, the Eligible

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Purchaser will provide written notification to Contractor. If the Addendum is terminated under this paragraph, Contractor agrees to take back any affected products not yet delivered under this Addendum, terminate any services not yet supplied to the Eligible Purchaser under this Addendum, and relieve the Eligible Purchaser of any further obligation thereof. The Eligible Purchaser shall remit payment for products and services accepted (pursuant to the terms of the Master Agreement, Section B.28 Acceptance) prior to the date of the aforesaid notice in conformance with the payment terms.

- K. **Equal Employment Opportunity:** Contractor shall comply with all federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, marital status, age, sexual orientation, gender identity characteristics or expression, physical or mental disability, pregnancy, or medical condition.
- L. **Confidentiality:** In accordance with 9 NCAC 06B.0103, and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL". By so marking any page, the Contractor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential. The State may serve as custodian of Contractor's confidential information and not as an arbiter of claims against Contractor's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked confidential, the Contractor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Contractor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action solely as it pertains to claims compelling the State to disclose information of Contractor marked confidential. The State agrees to promptly notify the Contractor in writing of any action seeking to compel the disclosure of Contractor's confidential information prior to the disclosure and afford Contractor a reasonable time to respond to any disclosure requests. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Contractor with

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respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9.

- Contractor warrants that all its employees are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the parties for execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the N.C. Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.
- Nondisclosure: Parties agree and specifically warrant that it, its officers, directors, principals and employees, shall hold all information received during performance of this Addendum in the strictest confidence and shall not disclose the same to any third party without the express written approval of the other party.

M. Access to Persons and Records: Pursuant to N.C. General Statute 147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Contractor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Addendum. Additional audit or reporting requirements may be required by the Agency if such requirement is imposed by federal or State law or regulation.

N. Insurance Coverage: During the term of the Contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

Worker's Compensation - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Contractor's employees who are engaged in any work under the Contract. If any work is sublet, the Contractor shall require the subcontractor to

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provide the same coverage for any of his employees engaged in any work under the Addendum;
and

Commercial General Liability - General Liability Coverage for bodily injury, property damage and personal and advertising injury on an occurrence basis in the amount of \$2,000,000.00 per occurrence and in the annual aggregate; and

Providing and maintaining adequate insurance coverage described herein is a material obligation of the Contractor and is of the essence of the Addendum. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

Contractor shall have the option to self-insure, as long as Contractor maintains an audited net worth (Shareholder's Equity) of \$100,000,000.00.

- O. Travel Expenses: Contractor may be reimbursed for travel expenses arising under the performance of this Addendum, reimbursement at the out-of-state rates set forth in GS §138-6; as amended from time to time. Contractor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Contractor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Contractor is required to be in the State performing services under this Addendum.
- P. Dispute Resolution: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Contractor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Contractor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Addendum. If a dispute cannot be resolved between the Parties within

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thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

- Q. Indemnification: Master Agreement Paragraph C.17(ii) is deleted in its entirety and replaced with the following: "(ii) personal injury or tangible property damage suffered by such third party was caused by Contractor Vendor's negligence or willful misconduct during the performance of Services".
- R. Taxes: The State is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on the Contractor or for any taxes levied on employee wages. Eligible Purchaser's of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to the Contractor by the Eligible Purchaser, as applicable, during the term of this Addendum. Applicable state or local sales taxes shall be invoiced as a separate item.
- S. Governing Laws, Jurisdiction, and Venue: This Addendum is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Addendum or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Contractor agrees and submits, solely for matters relating to this Addendum, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
- T. Electronic Procurement:
- Without affecting the approved product prices or discounts specified in the Master Agreement, the Contractor shall pay a transaction fee of 1.75% (.0175) on the total dollar amount (excluding sales taxes) of each purchase order issued through the statewide e-procurement service. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any Eligible Purchasers. The transaction fee shall not be stated or included as a separate item in the Contractor's proposed quote or invoice. There are no additional fees or charges to the Contractor for the services rendered by the supplier manager under this Addendum. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due

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to the Contractor's failure to perform or comply with specifications or requirements of the purchase order.

- Contractor will be invoiced monthly for the State's transaction fee by the supplier manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless supplier manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the Eligible Purchaser has not been received by the Contractor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The supplier manager shall provide, whenever reasonably requested by the Contractor in writing (including electronic documents), supporting documentation from the e-procurement service that accounts for the amount of the invoice.
- The supplier manager will capture the order from the Eligible Purchaser, including the shipping and payment information, and submit the order in accordance with the e-procurement service. Subsequently, the supplier manager will send those orders to Contractor. The State or Eligible Purchaser, not the supplier manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.
- Contractor agrees at all times to maintain the confidentiality of its user name and password for the statewide e-procurement services. If a Contractor is a corporation, partnership or other legal entity, then the Contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges for such employees. Contractor agrees not to permit a third party to use the statewide e-procurement services through its account. If there is a breach of security through the Contractor's account, Contractor shall immediately change its password and notify the supplier manager of the security breach by e-mail. Contractor shall cooperate with the State and the supplier manager to mitigate and correct any security breach.

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U. E-VERIFY: Pursuant to N.C.G.S. 147-33.95(g), the State shall not enter into a purchase order unless the Contractor complies with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Contractors are directed to review the foregoing laws. Any awarded Contractor must submit a certification of compliance with E-Verify to the State, and on a periodic basis thereafter, as may be required by the State. The Contractor shall submit proof of compliance of E-Verify to the State and the State will keep this on file, such that separate proof of compliance shall not be required for each purchase order.

5. **Primary Contacts.** The primary contact individuals for this Participating Addendum are as follows:

Contractor

Sales Order Contact Information (for quotes, pricing, and product questions)

- By Phone

Education K12 and HiEd:

1-800-800-2775

1-800-590-0325 (FAX)

State and Local Government:

1-800-793-9378

1-855-438-0486 (FAX)

- By Email (for submission of Purchase Orders Only)

Education K12 and HiEd: institutionorders@apple.com

State and Local Government: govorders@apple.com

Contractor contact (for questions concerning contractual matters)

Contact: Ralph Wright

Address: 12545 Riata Vista Circle, Austin, TX 78727

Phone: 512-674-7739

Fax:

Email: ralph.wright@apple.com

Participating Entity

Contact: Debbie Patterson

Address: 3900 Wake Forest Road, Raleigh, NC 27609

Phone: (919) 754-6619

Fax: (919) 715-8549

Email: debbie.patterson@nc.gov

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For questions on executing a participating addendum, please contact:

NASPO Valuepoint

Cooperative Development Coordinator:

Tim Hay

Telephone:

503-428-5705

E-mail:

thay@NASPO Valuepoint.org

The contacts listed above can be changed by the Parties from time to time in writing. Such updates do not require an amendment to this Addendum.

6. **Partner Utilization.** Each state represented by NASPO Valuepoint participating in this Master Agreement independently has the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. No partners will be utilized by Contractor under this Addendum. Contractor may contract with an Apple Authorized Service Provider who may perform services on its behalf.
7. **Terms.** The Participating Entity or Purchasing Entity is agreeing to the terms of the Master Agreement and this Addendum only to the extent the terms are not in conflict with applicable laws of the state where Participating State/Entity is located.

Contractor acknowledges that Participating Entity or Purchasing Entity is a political subdivision of the State of North Carolina. Parties agree that this Addendum is subject to North Carolina State laws and any provision of the Addendum that is in direct conflict with any North Carolina State laws shall be deemed unenforceable.

8. **Leasing.** [Intentionally left blank]

9. **Services:**

As used in this Addendum, and within the scope of this Addendum, Apple Services may comprise, but not be limited to the following:

- **Professional Development:** Taught by educators for educators, Apple Professional Development offers different workshops designed to teach core skills and integrate Apple Products into curriculums. Workshops are conducted at institutions, Apple hosted destinations, or online via iTunes U.

PARTICIPATING ADDENDUM
NASPO Valuepoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment

Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-102

Apple Inc.

(hereinafter "Contractor")

and

The North Carolina Department of Information Technology (DIT)

(hereinafter "Participating State/Entity" or "State")

(Participating State/Entity Contract Number) [STC 204N]

- Setup Services associated directly with a purchase of Apple Products: technician level expertise to unpack, setup, lay down an image, asset tag, de-install, and provide standard, repeatable services.
- Integration Services: Collaboration services to architect an integration – provide client management, directory services, Open Directory, iTunes U, and customize the experience with ample knowledge transfer.
- Deployment Services: Collaboration services to coordinate pre-deployment activities – imaging, staging, project scope, scheduling, and communications – through deployment risk mitigation and post deployment activities that ensure success.

Acquisition of such services shall be subject to this Addendum and the Master Agreement, and to other and additional mutually agreed upon terms as may be required by the Eligible Purchaser or Contractor. Services shall be described in a Statement of Work ("SOW"), which shall include specific terms detailing the services, the time for performance, the payment amounts and contingencies for payment, acceptance provisions, test or other verification against specifications and SOW details, and such other terms as may be necessary or proper for the Eligible Purchaser's needs. All SOWs for State agencies are subject to the approval of the DIT Chief Procurement Official.

10. **Payment.** Provided Eligible Purchaser is qualified for credit with Contractor, payment is due no later than 30 days from the invoice date. Payments may be made via a State or political subdivision purchasing card if presented at time of order.
11. **Entire Agreement; Modifications.** Neither Contractor nor Participating Entity or Purchasing Entity will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Addendum. Any different or additional provisions in purchase orders, invoices or similar documents issued by Participating Entity or Purchasing Entity at any time are hereby deemed refused by Contractor and such refused provisions will be unenforceable. Except as otherwise provided in this Addendum, no modification to this Addendum will be binding unless in writing and signed by an authorized representative of each party.

PARTICIPATING ADDENDUM
 NASPO Valuepoint COOPERATIVE PURCHASING PROGRAM
 Computer Equipment

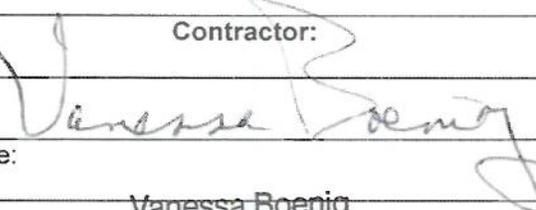
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
 Master Agreement No: MNWNC-102
 Apple Inc.
 (hereinafter "Contractor")

and
 The North Carolina Department of Information Technology (DIT)
 (hereinafter "Participating State/Entity" or "State")

(Participating State/Entity Contract Number) [STC 204N]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By: 	By: 
Name: <u>Keith Werven</u>	Name: <u>Vanessa Boenig</u>
Title: <u>Acting NC State CIO</u>	Title: <u>Vanessa Boenig</u> <u>Bids & Direct Operations Contracts Manager</u>
Date: <u>12/8/2015</u>	Date: <u>12/7/2015</u>
Legal Entity Name: <u>North Carolina Dept. of Information</u>	
DBA Name: <u>"DIT" Technology</u>	
Headquarter Address: <u>3900 Wake Forest Rd.</u> <u>Raleigh, NC 27609</u>	

