

**PARTICIPATING ADDENDUM
NASPO ValuePoint**

COMPUTER EQUIPMENT

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

MASTER AGREEMENT

Master Agreement No: **MNWNC-102**

Apple Inc.
(hereinafter "Contractor")

And

State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: **05815-001**

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Apple Inc., a California corporation ("Contractor") and is dated and effective as of January 30, 2017.

1. **SCOPE:** This Participating Addendum covers the above referenced Master Agreement led by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.
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 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. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):
 - (a) **WASHINGTON STATE AGENCIES.** Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.
 - (b) **MCUA PARTIES.** The Master Agreement also may be utilized by any of the following types of entities in the State of Washington that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding) in the State of Washington; and

- Federally-recognized Indian Tribes located in the State of Washington.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

3.1. CONTRACT SALES REPORTING. Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

- (a) **REPORTING.** Contractor will furnish Quarterly Contract Sales Reports substantially in the format provided under the NASPO Master Agreement. At a minimum, the Quarterly Contract Sales Reports will identify the ordering entity (along with bill to/ship to addresses), Apple sold to customer number, purchase order number, sales order number, date of order, quantity, item description, invoice price.
- (b) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March	April 30
June	July 31
September	October 31
December	January 31

3.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of one percent (1%) on the purchase price for all contract sales net of returns and credits (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total net contract sales invoiced (not including sales tax)} \times .01.$$

- (b) The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor identified in section 3.1(b). Contractor's VMF payment to Enterprise Services must reference the following:
 - This Washington Master Contract No.: 05814-001
 - The NASPO Master Agreement No.: MNWNC-102
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Contract, if not already included on the face of the check.

(d) Contractor's failure to accurately and timely submit Quarterly Contract Sales Reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension of this Participating Addendum.

3.3. COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION. Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington

and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington under this Participating Addendum, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.4. **PURCHASE ORDERS.** To utilize the NASPO ValuePoint Master Agreement, Purchasing Entity is instructed to include the following information on each order submitted to Contractor:

- (a) Order is subject to NASPO ValuePoint Master Agreement No. MNWNC-102 and Washington Master Contract No. 05815-001;
- (b) Purchase Order amount; and
- (c) Purchaser's contact information (i.e., name, address, telephone number, email).

4. **LEASE AGREEMENTS:** Enterprise Services or Purchasing Entities that have the authority to do so, may finance their purchases through a lease agreement with Contractor. If financing is through a lease agreement, that agreement is separate from this Participating Addendum and between Contractor and the Enterprise Services or Purchasing Entities.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
Apple Inc. 1 Infinite Loop Cupertino, CA 95014	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Ralph Wright Tel: (512) 674-7739 Email: ralph.wright@apple.com	Attn: Scott Geist Tel: (360) 407-9429 Email: scott.geist@des.wa.gov

6. **SUBCONTRACTORS:** Contractor can utilize authorized partners to provide sales and service support to Purchasing Entities. The Contractor's partners' participation shall be in accordance with the terms and conditions set forth in the Master Agreement and the Participating Addendum. Enterprise Services reserves the right at any time to disallow the use of any authorized partner.

7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

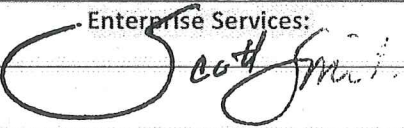
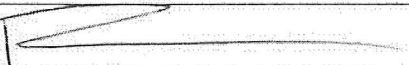
8. **SERVICES.** The terms of the Master Agreement shall apply each time Enterprise Services or Purchasing Entities engages Contractor to provide services. All services provided will be described in one or more of the following documents:

- (a) "Service Descriptions" used to describe any services purchased by an entity;
- (b) Any mutually agreed upon "Statement of Work" ("SOW") executed by Enterprise Services or Purchasing Entity.

9. **DELIVERY.** 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 Enterprise Services or Purchasing Entities order, the Contractor will notify them in advance in order for the Enterprise Services or Purchasing Entities to determine if the additional cost will affect the decision to utilize the Contractor.
10. **INSURANCE.** 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.
11. **PAYMENT.** Provided Enterprise Services or Purchasing Entity is qualified for credit with Contractor, payment is due no later than thirty (30) days from the invoice date. Payments may be made via a State or political subdivision purchasing card if presented at time of order.
12. **AUDIT.** All audit obligations shall only survive for a period of five (5) years from the invoice date of the transaction under this Participating Addendum.
13. **LICENSING.** Contractor's standard licensing terms accompanying any Apple Product shall control the use of the Apple Product.
14. **ACCEPTANCE TESTING.** Contractor shall provide certain Apple-branded hardware to Enterprise Services or Purchasing Entities for evaluation and Acceptance Testing purposes pursuant to the terms and conditions of the Apple Equipment Loan Agreement, which can be found at <http://seed.apple.com/docs/hlatemplate.pdf>
15. **ACCESSIBILITY STANDARDS.** Contractor's VPATs identify how Apple Products comply with Accessibility Standards. Contractor's VPATs can be located at the following address <http://www.apple.com/accessibility/resources/>.
16. **NONVISUAL ACCESS STANDARDS.** Contractor's VPATs identify how Apple Products comply with the Nonvisual Access Standards. Contractor's VPATs can be located at the following address <http://www.apple.com/accessibility/resources/>.
17. **GENERAL:**
 - (a) **ENTIRE AGREEMENT; MODIFICATIONS.** Neither Contractor nor Enterprise Services or Purchasing Entities will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Participating Addendum. Any different or additional provisions in purchase orders, invoices or similar documents issued by Enterprise Services or Purchasing Entities at any time are hereby deemed refused by Contractor and such refused provisions will be unenforceable. Except as otherwise provided in this Participating Addendum, no modification to this Participating Addendum will be binding unless in writing and signed by an authorized representative of each party.
 - (b) **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- (c) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- (d) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

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

Enterprise Services:	Contractor:
By: 	By: 
Name: <u>SCOTT SMITH</u>	Name: <u>Rebecca Consalvo</u>
Title: <u>STATE IT PROCUREMENT MGR</u>	Title: <u>Manager, US Contract Operations</u>
Date: <u>2/1/17</u>	Date: <u>2/1/17</u>
Legal Entity Name:	
Headquarter Address:	

