

Commonwealth of Kentucky
Master Agreement Modification
MA 758 1700000778

Capitalized terms used but not defined in this Amendment have the meanings set forth in the Agreement.

In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will prevail.

The Parties hereby agree to amend the Participation Agreement as follows:

Section 1, Scope is hereby deleted in its entirety and replaced with the following:

1. This Participating Addendum covers the above referenced Master Agreement for purchase of the following Computer Equipment/Services: **Band 3 – Tablets, and Apple-branded accessories**, and is led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and 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 following Product Bands allowed on the Master Agreement. For the purposes of this Participating Addendum, only Band 3 – Tablets is eligible for purchase under this Addendum to include **Band 3 – Tablets, and Apple-branded accessories**. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

Section 4 Paragraph 1, is hereby deleted in its entirety and replaced with the following:

- 4.1 **Authorized Participating Entities.** The Participating State designates executive branch state agencies and non-executive branch state agencies and political subdivision and authorized non-profits located in the state as Participating Entities under the Participating Addendum. If a Participating Entity with 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.

