

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

[Georgia Department of Administrative Services (DOAS) on behalf of the State of Georgia
Participating State/Entity"]

1. Scope.

This addendum establishes Contractor as a non-exclusive, non-mandatory source of supply for (1) all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain State offices, agencies, departments, boards, bureaus, commissions, institutions and colleges and universities, and (2) all other State of Georgia governmental entities such as State authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to make purchases pursuant to this Addendum shall be referred to collectively as "Authorized Users". This addendum allows for purchase of the following Computer Equipment/Services: Desktops, Laptops, and Tablets including Related Peripherals & Services led by the State of Minnesota along with a multi-state sourcing team.

With respect to any "Educational Discount Price", as that term is defined by the WSCA/NASPO Contract, offered by Contractor pursuant to this Addendum, the Parties agree that the following Authorized Users shall be eligible to receive any Educational Discount Price: Board of Regents of the University System of Georgia and all of its colleges and universities, the Technical College System of Georgia and all of its technical schools, the State Board of Education, the Georgia Department of Education, the Georgia Academy for the Blind, the Georgia School for the Deaf, the Atlanta Area School for the Deaf, public K-12 schools, public boards of education, "local school systems" and "local units of administration as those terms are defined by O.C.G.A" Section 20-2-242, and any other Authorized User identified by the Parties as an educational entity. If an Authorized User is purchasing under this Participating Addendum Contractor shall assume it has the right to do so and neither Party will bear liability for unauthorized purchasers.

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 Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation.

Pursuant to O.C.G.A. 50-5-57, DOAS hereby certifies the Contractor as a source of supply to Authorized Users for the goods and services available to Authorized Users pursuant to this Addendum. The execution of this Addendum only establishes the Contractor as an authorized source of supply by DOAS and creates no financial obligation on the part of DOAS. Authorized Users are solely and individually financially responsible for their respective purchases. The Addendum does not guarantee any minimum level of purchases.

Contractor acknowledges that Authorized Users are a political subdivision of the State of Georgia. Parties agree that this Addendum is subject to Georgia State laws and any provision of the Addendum that is in direct conflict with applicable laws of the State of Georgia shall be deemed unenforceable.

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3. Order of Precedence.

- (i) A Participating Entity's Participating Addendum ("PA"). 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 Contract Vendor under the Terms of Minnesota NASPO Valuepoint Master Agreement;
- (ii) Minnesota NASPO Valuepoint Master Agreement (includes negotiated Terms & Conditions);
- (iii) Contract Vendor's response to the Solicitation; and
- (iv) The Solicitation including all Addenda.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor 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 Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement.

This Addendum incorporates the Master Price Agreement and the terms and conditions contained therein except to the extent as expressly changed or modified by this Addendum.

- a. Payment of Taxes: Exhibit A, Section B "WSCA-NASPO Terms and Conditions", Paragraph 24, entitled "Payment" is modified by inserting the following language to Section 24.A:

User Agencies are exempt from Federal Excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. Authorized Users are exempt from State and Local Sales and Use taxes on the services. Tax Exemption Certificates will be furnished upon request. In the unlikely event Tax Exemption is not accepted and taxes are due, the Authorized Users shall pay all applicable taxes, if any, on all purchases hereunder.

- b. Effective Date. Minnesota WSCA- NASPO Master Agreement Summary, Section 2, entitled "Effective Date" is modified as follows: Insert the following to Section 2.A:

The initial term of this Addendum shall be from the Effective Date through **March 31, 2017** unless terminated earlier in accordance with the applicable terms and conditions. Thereafter, DOAS shall have the right, subject to Contractor's written consent, to renew this Addendum for up to three (3) additional one year terms and/or extend the Addendum for an additional period of time provided the Master Agreement is in effect for such time period. This Addendum shall terminate automatically upon the termination, for any reason, of the Master Agreement.

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- c. Termination. Exhibit A, Section B "WSCA-NASPO Terms and Conditions", Paragraph 6, entitled "Cancellation" is modified to add the following to Section 6.A. which shall read as follows:

Termination of the Addendum. Following thirty (30) days' written notice by DOAS to Contractor, DOAS may terminate the Addendum for convenience without the payment of any penalty or incurring any further obligation to Contractor. Either party may terminate this Addendum for cause based upon material breach of this Addendum by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to cure not to exceed thirty (30) days. The Contractor will be entitled to payment for goods ordered or services performed prior to the effective date of the termination.

- d. Governing Law. Exhibit A, Section B "WSCA-NASPO Terms and Conditions", Paragraph 12 entitled "Governing Law" is deleted and replaced with the following:

Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

- e. Record Administration and Audit. Exhibit A, Section B "WSCA-NASPO Terms and Conditions", Paragraph 26. "Record Administration and Audit" is modified as follows: Delete this provision in its entirety and replace with the following:

Record Retention and Audit Rights. Contractor shall maintain applicable purchase orders and invoices directly related to Contractor's payments made by an Authorized User to Contractor under this Participating Addendum for five (5) years from the invoice date of the transaction under this Participating Addendum. The Auditor of the State of Georgia or any authorized officer of the State shall have the right, exercisable at any reasonable time during normal business hours and upon prior notice to Contractor, to audit any applicable purchase orders and invoices pertaining directly to the products or services acquired under this Participating Addendum. Upon request, Contractor shall deliver the required purchase orders and invoices on the date mutually agreed upon, and at the location specified by DOAS or State Auditor or other duly authorized officer of the State of Georgia.

In the event payments under this Participating Addendum are made from federal funds obtained by the State of Georgia. The Contractor is responsible for compliance with applicable federal requirements imposed on these funds.

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The Contractor shall not impose a charge for audit or examination of the Contractor's purchase orders and invoices. If an audit discloses incorrect billings or improprieties, DOAS reserves the right to charge the Contractor for reasonable costs of the audit and appropriate reimbursement.

- f. Exhibit A, Section C "Minnesota Terms and Conditions", Section 17. Indemnification. Is modified by inserting the following language:

Parties agree and acknowledge that neither this Participating Addendum nor the Master Agreement impose any obligation on the State to accept indemnification from the Contractor. In the event the State of Georgia seeks indemnification from Contractor and Contractor agrees to indemnify the State, such indemnity shall be pursuant to the terms and conditions of the Master Agreement, Exhibit A, Section C "Minnesota Terms and Conditions", Section 17. If indemnification is sought pursuant to the terms of the Master Agreement, Contractor shall keep the Georgia Attorney General apprised of the status of any settlement negotiations, if applicable. If the State of Georgia elects to decline the indemnification terms pursuant to the Master Agreement (and thereby relieves Contractor of any indemnity obligations), the terms and conditions of the Indemnity provision of the Master Agreement shall not apply.

5. Reporting.

a. Periodic Performance/Sales Reports:

The Contractor shall submit the following management reports to the DOAS identified contract administrator. All reports shall be provided by the Contractor in electronic format. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account. Upon mutual agreement, the Contractor may provide all data requested in a flat file format as designated by DOAS' Contract Administrator.

b. Quarterly Sales Report:

The Contractor shall provide Statewide sales reporting by customer account number and type of customer: Public Schools K-12, Universities, and State Agency/Local Government in addition to the following information: product/service description, quantity ordered, contract unit price, and total extended price. The information must be in accordance with the Master Agreement and in a format mutually agreed to by the parties. Contract Vendor agrees to work with DOAS to provide additional information, in the event such additional information becomes available in the future for reporting purposes.

- c. Annual Analysis Report: An annual analysis of actual pattern of purchases will be provided by the Contractor. The analysis will include total unit and dollar values for each of the items purchased from the Contractor. In addition, the Contractor will work with DOAS to identify additional information items needed and the physical format of the report. The report shall be

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submitted to DOAS no later than August 1 of each year of the statewide contract. Data must be provided in a flat file format.

- d. Contract Status Reports: A monthly contract status report shall be delivered to DOAS' Contract Administrator by the fifteenth (15th) calendar day of the following month. Topics to be covered in this report would include, but are not limited to, problems or questions that required more than five working days to resolve, product changes, anticipated problems, etc.
- e. Virtual Catalog: Contract Vendor agrees to work with DOAS in the evaluation of participation in the Team Georgia Marketplace™ Virtual Catalog.

6. State of Georgia Purchasing Card.

DOAS administers a program that provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies/services. Contractor shall impose no fee on either DOAS or any Authorized User for the use of the State of Georgia PCard pursuant to this statewide contract. All purchases made by Authorized Users representatives utilizing State of Georgia PCards shall be exempt from sales tax. It is the responsibility of the Authorized User representative to provide the Authorized User's tax identification number as needed at the point of sale.

Contractor will comply with the Payment Card Industry Data Security Standards when processing purchases using State of Georgia PCards. Contractor agrees to cooperate with DOAS, Authorized Users, and DOAS contractual partner(s) for the PCard in resolving any issues or disputes concerning the use of the State of Georgia PCards pursuant to this statewide contract.

7. Administrative Fee.

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is one percent (1.0%).

a. Quarterly Payment and Sales Reporting Requirements.

DOAS and Contractor agree that the collected fees and the corresponding Quarterly Sales Report (report template mutually agreed to by the parties), which identifies the total sales pursuant to this statewide contract for the corresponding fiscal quarter, shall be submitted by Contractor to DOAS. The fees and the Quarterly Sales Report must be received by DOAS on or before the Contractor's Payment Due Date as defined in the table below:

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DOAS' Fiscal Quarters	Months	Contractor's Payment Due Date
Quarter 1	July – September	November 15 th
Quarter 2	October – December	February 15 th
Quarter 3	January – March	May 15 th
Quarter 4	April – June	August 15 th
_____	_____	30 calendar days following the termination of this Statewide Contract for any reason

At the end of each fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report. In the event no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating no sales have occurred. No later than the date identified above as the "Contractor's Payment Due Date" for each quarter, Contractor shall remit payment of the fees through Electronic Funds Transfer (EFT).

For EFT payments (most preferred): Contract Manager will provide banking information.

By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness.

- b. Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the fee at any time. However, any increase to the fee shall require mutual written agreement by the Parties. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the fee by DOAS. In addition, Contractor agrees to work with DOAS to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system as reasonably necessary and if mutually agreed to by both parties
- c. Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the fees on or before the Contractor's Payment Due Date, the parties agree that DOAS may charge Contractor interest on the overdue undisputed fees at a rate up to eighteen percent (18%) per annum. DOAS will notify the Contractor of any delinquent payments after 30 days. Interest will be calculated as follows:

$$\begin{aligned} &(\text{Administrative Fee Amount Due}) \times (18\%) = X \\ &X / 365 \text{ (366 for leap years)} = Y \end{aligned}$$

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$Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed}$

For the purposes of this provision, payment of the fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT or credit card payment confirmation, or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the fees owed, interest shall only be applicable to the portion of the fees that are outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of fees.

- d. Default. THE CONTRACTOR'S RESPONSIBILITY TO REMIT THE ADMINISTRATIVE FEE TO DOAS IS A SERIOUS RESPONSIBILITY. Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Contractor in default.

8. Auditing and Contract Close Out.

All sales reports and fee payments shall be subject to audit in accordance with Section 20 "Records and Audits" as amended by this Addendum. In no event shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all fees owed DOAS shall be paid within thirty (30) calendar days of termination of this Addendum for any reason.

9. Quarterly Business Review Meetings.

Upon DOAS' request, Contractor shall participate in quarterly business review meetings, which meetings may include but are not limited to a review of the Contractor's contract performance, product changes, and proposed improvements. The quarterly business review meeting agenda shall be jointly developed by DOAS and Contractor.

10. Insurance.

The following requirements shall be adhered to by the Contractor throughout the duration of the Addendum and as may otherwise be specified herein. Contractor shall procure and maintain insurance which shall protect the Contractor and the State of Georgia, DOAS and Authorized Users (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in this Addendum. Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to this Addendum. In addition, the insurance certificate must provide the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, and

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limits of liability, exclusions); and an acknowledgment of notice of cancellation to the State.

Contractor is required to maintain the following insurance coverage, at a minimum, for the duration of the Addendum:

- a. Workers' Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating that Contractor qualifies to pay its own worker compensation claims.) The workers' compensation policy must include coverage with employer's liability limits of:

Bodily injury by accident -- per employee	\$100,000
Bodily injury by disease -- per employee	\$100,000
Policy Limits	\$500,000

In addition, Contractor shall require all Subcontractors occupying the premises or performing work under this Addendum to obtain an insurance certificate showing proof of Workers' Compensation Coverage.

- b. Commercial General Liability Policy (Occurrence) shall include contractual liability coverage to protect the state and must be on an "occurrence" basis.

General Aggregate including Products and Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

- c. Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Addendum.

Combined Single Limit:	\$1,000,000
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- d. The certificates of insurance evidencing the foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, changed, allowed to lapse, or allowed to expire for any reason (other than non-payment of premium) until at least thirty (30) calendar days prior written notice has been given by the insurer to the Agency. A Certificate of Insurance showing such coverage to be in force shall be filed with the Agency prior to commencement of any work under this Addendum. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia, with an A.M. Best Company rating of A- and signed by an authorized agent. All such coverage shall remain in full force and effect during the initial term of the Addendum and any renewal or extension thereof.

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.

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11. Contractor's Personnel and Staffing.

Contractor agrees that all persons assigned to perform onsite services pursuant to this Addendum are either lawful employees of Contractor or lawful employees of a subcontractor authorized by DOAS. All persons assigned to perform services shall be qualified and shall possess all professional licenses required to perform the services.

12. State Security.

DOAS requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide services to the State. Contractor shall refrain from assigning personnel to any task under this Addendum if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Addendum. Such access may be terminated at the sole discretion of the Authorized User. Contractor shall make a commercially reasonable effort to provide timely notice to DOAS of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege.

13. Drug Free Workplace. Contractor hereby certifies as follows:

- a. Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Addendum; and
- b. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Addendum; and
- c. Contractor will secure from any subcontractor hired to work on any job assigned under this Addendum the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Addendum pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."
- d. Contractor may be suspended, terminated, or debarred if it is determined that:
 - i. Contractor knowingly has made false certification herein above; or
 - ii. Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

14. Dispute Resolution. A Party must escalate a dispute or controversy by providing written notice to the other. Both Parties agree to attempt to resolve any dispute or controversy in good faith.

Except as required by law, neither Party nor its representatives may disclose the existence, content, or results of any dispute resolution efforts without the prior written consent of all Parties.

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15. Notice of Intent to Litigate. In addition to any dispute resolution procedures otherwise required under this Addendum or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Addendum may be commenced without first giving fourteen (14) calendar days written notice to the other party of the claim and the intent to initiate a civil action.

16. Assignment and Delegation.

This Addendum may not be assigned, transferred or conveyed in whole or in part without the prior written consent of DOAS, which shall not be unreasonably withheld.

17. Amendments.

The Addendum may be amended in writing from time to time by mutual consent of the parties. All amendments to the Addendum must be in writing and fully executed by duly authorized representatives of DOAS and Contractor.

18. Certification Regarding Sales and Use Tax.

By executing the Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State Entity or its representative filing for damages for breach of contract.

19. Compliance with the Law.

Any and all services or equipment offered and furnished must comply with applicable local, State and federal laws. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws.

20. Solicitation.

The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

21. Primary Contacts.

The primary contact individuals for this Participating Addendum are as follows:

Contractor:

Sales order contact:

- By Phone

Education K12 and HiEd:

1-800-800-2775

1-800-590-0325 (FAX)

State and Local Government:

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1-800-793-9378
1-855-438-0486 (FAX)

- By Email (Submit Purchase Orders Only)
institutionorders@apple.com (Education)
govorders@apple.com (Government)

Contract Vendor contact:
Ralph E. Wright
Senior, Contracts Negotiator
(512) 674-7739 - Office
ralph.wright@apple.com

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.

22. 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.

23. Orders.

Any Order placed by and shipped to a Participating Entity or Purchasing Entity 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.

The State instructs Purchasing Entities within the jurisdiction of this Addendum to include the Participating State contract number 99999-SPD-T20151001-0001 and the Master Price Agreement Number: MNWNC-102 on all purchase orders issued to Contractor.

24. Leasing.

Participating Entity or Purchasing Entity that have the authority may finance their purchases through a lease agreement with Contractor. If financing is through a lease agreement, that agreement is separate from this Addendum and between Contractor and the Participating Entity or Purchasing Entity.

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25. Services.

The terms of the Master Agreement shall apply each time Participating Entity or Purchasing Entity engages Contractor to provide services. All services provided will be described in one or more of the following documents:

- (i) "Service Descriptions" used to describe any services purchased by an entity;
- (ii) Any mutually agreed upon "Statement of Work" ("SOW") executed by the parties.

26. 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 Participating Entity or Purchasing Entity's order, the Contractor will notify them in advance in order for the Participating Entity or Purchasing Entity to determine if the additional cost will affect the decision to utilize the Contractor.

27. Payment.

Provided Participating Entity or Purchasing Entity is qualified for credit with Contractor, payment is due no later than net 30 days from the invoice date. Payments may be made via a State or political subdivision purchasing card if presented at time of order.

28. Licensing.

Contractor's standard licensing terms accompanying any Apple Product shall control the use of the Apple Product.

29. Acceptance Testing.

Contractor may provide certain Apple-branded hardware to a Participating Entity or Purchasing Entity for evaluation and Acceptance Testing purposes pursuant to the terms and conditions of the Apple Equipment Loan Agreement.

30. 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/>.

31. 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/>.

32. 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

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

[Georgia Department of Administrative Services (DOAS) on behalf of the State of Georgia
 Participating State/Entity"]

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.

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

Participating State: GEORGIA	Contractor:
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Name: DARYL G. MITCHELL	Name: Vanessa Boenig
Title: DIRECTOR, STRATEGIC SOURCING	Title: Bids & Direct Operations Contracts Manager
Date: 10/20/2015	Date: 10/21/2015
Legal Entity Name: DEPT OF ADMINISTRATIVE SERVICES	
DBA Name:	
Headquarter Address: 200 PIEDMONT AVE S.E. SUITE 1308, WEST TOWER ATLANTA, GA 30334	

