

**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 State of Louisiana  
(hereinafter "Participating State")  
Participating State Contract Number: 4400000934**

**1. Scope**

This Addendum covers the Computer Equipment/Services contracts led by the State of Minnesota along with a multi-state sourcing team for use by all state agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

The original solicitation contains the requirements and definitions establishing the following 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 state 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.

**3. Order of Precedence**

1. 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
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

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 the 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. Term**

The term of this Participating Addendum and State Contract Number 4400000934 shall be effective upon the date of final execution below (the "Effective Date") by the State of Louisiana through March 31, 2017, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum. This Participating Addendum and State Contract Number 4400000934 may be extended in accordance with the terms and conditions of the Master Agreement.

**5. Non-Exclusive Contract**

The contract shall be non-exclusive and shall not in any way preclude the State of Louisiana from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

**6. Modifications and/or Additions to the Master Agreement**

- A. Total release/purchase order amount from Participating Entity or Purchasing Entity shall not exceed \$1,000,000.00. Procurements shall not be artificially divided to circumvent the \$1,000,000.00 threshold.

**NOTE:** The \$1,000,000.00 is a per release/purchase order limit and is not a limit on the annual amount that can be purchased from contract number 4400000934.

- B. The following Product Lines are excluded from purchase under State Contract Number 4400000934:

- Professional Services
- Consulting Services
- Lease Agreements\*
- Trade-Ins
- Takeback Program
- Travel

**\*Note:** Any lease or finance agreement shall be entered into in accordance with La. R.S. 39:198.D or any other applicable State of Louisiana law.

- C. "**Services**" shall be limited to warranty services, hardware maintenance, initial installation, initial imaging of workstations, training directly related to the support of the hardware, excluding customized training and/or software training, and initial software imaging at time of installation upon request of the Purchasing Entity. General consulting and all forms of application development and programming services are excluded.

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.

Installation is limited to the initial set-up and initial diagnostics of equipment and

peripherals purchased from the contract. Installation is to be used only at the time of the purchase of the component(s) from the State contract. Installation is not to be used for configuration or reconfiguration of network equipment, installation or rearrangement of in-building or outside wiring/cabling nor any other fashion.

- D. **Training** is limited to pre-developed training in support of products available through this participating addendum. **No customized training is allowed.**

**Changes to Master Agreement Terms and Conditions, B. WSCA-NASPO Terms and Conditions:**

- E. **Section 1. Administrative Fee**, ADD the following language:

For the Term of this Participating Addendum, Contractor shall pay a one (1) % administrative fee to the State of Louisiana within thirty (30) days of the end of each Contractor fiscal quarter. The fee shall be submitted quarterly and shall be based on the total net (gross sales less the following returns, credits, applicable taxes and deductions) sales to the State of Louisiana and the one (1%) administrative fee will be applied against any total net sales greater than two million five hundred thousand dollars (\$2,500,000) during the Contractor fiscal quarter. [For the avoidance of doubt the quarterly administrative fee will be calculated as follows 0.01 times [net quarterly sales less 2,500,000] The check is to be made payable to the State of Louisiana, Division of Administration, Office of State Procurement and is to be mailed to the Office of State Procurement, Attn: Kara Allen, P. O. Box 94095, Baton Rouge, LA 70804-9095. Payment shall be made in accordance with the following schedule:

First Quarter:	January through March, due April 30
Second Quarter:	April through June, due July 31
Third Quarter:	July through September, due October 31
Fourth Quarter:	October through December, due January 31

- F. **Section 3. Amendments**, ADD the following language:

**Amendments to Master Agreement:**

In the event of an amendment to the Master Agreement, Contractor will negotiate in good faith with the State to make any applicable changes to the Participating Addendum.

**Amendments to the Participating Addendum:**

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 Participating Addendum. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties. 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 Participating Addendum, no modification to this Addendum will be binding unless in writing and signed by an authorized representative of each party.

- G. **Section 5. Assignment**, ADD the following language:

The Contractor shall not assign any interest in this Participating Addendum or State

Contract Number 4400000934 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning Contractor's bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**H. Section 6. Cancellation, REVISE to read as follows:**

**Termination for Cause:** Either the State or Contractor may terminate this Participating Addendum, State Contract Number 4400000934, or any order issued pursuant to State Contract Number 4400000934 for cause based upon the failure of the defaulting party to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400000934, or any order issued pursuant to State Contract Number 4400000934 provided that the terminating party shall give the defaulting party written notice specifying the defaulting parties' failure. If within thirty (30) days after receipt of such notice, the defaulting party shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the terminating party may, at its option, place the defaulting party in default and this Participating Addendum, State Contract Number 4400000934, or any order issued pursuant to State Contract Number 4400000934 shall terminate on the date specified in such notice. Termination shall not relieve any Participating Entity or Purchasing Entity of payment obligations for any Products ordered or Services provided.

**Termination for Convenience:** Either Party may terminate this Participating Addendum, State Contract Number 4400000934, or any order issued pursuant to State Contract Number 4400000934 at any time by giving thirty (30) days written notice to the other party of such termination. The Parties may mutually agree upon a different effective date of termination, upon the initial written notice from the terminating Party.

**Termination for Non-Appropriation of Funds:** The continuation of this Participating Addendum, State Contract Number 4400000934, or any order issued pursuant to State Contract Number 4400000934 is contingent upon the continuation of an appropriation of funds by the State legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400000934, or any order issued pursuant to State Contract Number 4400000934. If the State legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400000934, or any order issued pursuant to State Contract Number 4400000934, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400000934, or any order issued pursuant to State Contract Number 4400000934; this Participating Addendum, State Contract Number 4400000934, or any order issued pursuant to State Contract Number 4400000934 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Contractor should be aware that our State legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds. The non-appropriation of funds shall not relieve any Participating Entity or Purchasing Entity of payment obligations for any customized Products ordered, Products delivered or Services provided.

I. **Section 12. Governing Laws**, ADD the following language:

This Participating Addendum, State Contract Number 4400000934, or any order issued pursuant to State Contract Number 4400000934 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 4400000934, or any order issued pursuant to State Contract Number 4400000934 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

J. **Section 24. Payment**, ADD the following language:

**Taxes:** Any known taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost. Participating Entity or Purchasing Entity will provide proof of tax-exempt status that must be on file at Contractor's support center for any order to be treated as a tax-exempt transaction.

**Late Payments:** Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 and 13:4202.

K. **Section 27. Reports**, ADD the following language:

Contractor shall submit detailed sales data reports quarterly to the State of Louisiana Contracts Manager. Initiation and submission of the quarterly reports to the State of Louisiana is the responsibility of the Contractor without prompting or notification by the State of Louisiana Contracts Manager. The format for the detailed sales data report shall be in accordance with Exhibit F – Reporting of the Master Agreement. The due dates of each quarterly report are as follows:

First Quarter:	January through March, due April 30
Second Quarter:	April through June, due July 31
Third Quarter:	July through September, due October 31
Fourth Quarter:	October through December, due January 31

L. ADD the following clause:

**Code of Ethics:** The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 4400000934, or any order issued pursuant to State Contract Number 4400000934. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400000934, or any order issued pursuant to State Contract Number 4400000934.

7. **Louisiana Pricing Schedule ("LAPS") Contract**

State Contract Number 4400000934 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and Louisiana Purchasing Entities utilizing the contract must be compliant with LAC 34.V.1709.

**8. Primary Contacts**

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name	Ralph Wright
Address	12545 Riata Vista Circle, Austin, TX 78727
Telephone	512-415-6199
Fax	N/A
E-mail	<a href="mailto:ralph.wright@apple.com">ralph.wright@apple.com</a>

**Participating State**

Name	Felicia Sonnier
Title	Assistant Director-Purchasing
Address	Office of State Procurement, P. O. Box 94095, Baton Rouge, LA 70804-9095
Telephone	225-342-8029
Fax	225-342-9756
E-mail	<a href="mailto:felicia.sonnier@la.gov">felicia.sonnier@la.gov</a>

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

**9. Partner Utilization**

Each State represented by NASPO ValuePoint participating in this Master Agreement independently has the option of utilizing partners. Only partners approved by the State of Louisiana, Office of State Procurement may be deployed. The State of Louisiana, Office of State Procurement will define and provide Contractor with the process to add and remove partners. The Contractors 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 Participating Addendum. Contractor may contract with an Apple Authorized Service Provider who may perform services on its behalf.

**10. Terms**

The State of Louisiana is agreeing to the terms of the Master Agreement and this Participating Addendum only to the extent the terms are not in conflict with applicable laws of the State of Louisiana.

**11. Orders**

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum and/or State Contract Number 4400000934 shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. Payments may be made via a Participating Entity or Purchasing Entity procurement card if presented at the time of placing the order. Contractor has sole discretion in accepting or rejecting orders from Participating Entities or Purchasing Entities based on such Entity's ability to demonstrate financial ability to pay for orders placed under this Participating Addendum.

**12. 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.

**13. Acceptance Testing**

As it applies to Section 28 of the Master Agreement Terms and Conditions, B. WSCA-NASPO Terms and Conditions, Contractor shall make available to the Participating Entity or Purchasing Entity a process by which the Participating Entity or Purchasing Entity can evaluate and test certain Contractor-branded hardware. Any Acceptance Testing of this type shall be pursuant to the terms and conditions of the Contractor Equipment Loan Agreement, which will be provided by the Contractor upon request, prior to Participating Entity or Purchasing Entity placing an order where Acceptance Testing would be applicable.

**14. 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/>.

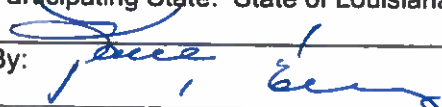

**15. Nonvisual Access Standards**

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/>.

**16. Audit**

All audit obligations shall only survive for a period of five (5) years from the invoice date of the last transaction under this Participating Addendum.

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

Participating State: State of Louisiana	Contractor: Apple Inc.
By: 	By: 
Name: Paul A. Holmes	Name: Rebecca Whittaker
Title: Director of State Procurement	Title: Manager, US Contract Operations
Date: 9/25/2015	Date: 9/23/15