

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
STATE OF UTAH – PA2212
(hereinafter "Participating State/Entity")

1. SCOPE: This addendum allows for purchase of the following Computer Equipment/Services: "Desktop; Laptop; Tablet, including related peripherals and services" 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. 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: 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.

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 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 terms and conditions of Contractor's warranty and end user license agreements shall control use of the product. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

1. DEFINITIONS:

- a. "Contract" means this Participating Addendum and the Master Agreement, including all referenced attachments and documents incorporated by reference.
- b. "Contractor" means the individual or entity delivering the Goods or performing the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, partners, and/or any other person or entity for which Contractor may be liable under federal, state, or local laws.

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- c. "Deliverable" means the product described in a Statement of Work executed by the parties that Contractor is required to deliver to Eligible Users under this Contract.
 - d. "Division" means the State of Utah Division of Purchasing.
 - e. "DTS" means the Department of Technology Services.
 - f. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, or any other state governmental entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract. Contractor retains the right to limit participation to those participating jurisdictions, entities and nonprofits that can demonstrate the ability to pay for goods and services being provided under this Participating Addendum. If an Eligible User is purchasing under this Participating Addendum, Contractor shall assume it has the right to do so.
 - g. "Good" means any deliverable not classified as a Service that Contractor is required to deliver to the Eligible Users under this Contract.
 - h. "Services" means, collectively, the standard, price-listed-services, support and/or training products sold under the Apple brand name. 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 or (ii) any mutually agreed upon "Statement of Work" ("SOW") executed by the parties.
 - i. "Subcontractors" means consultants or subconsultants, at any tier, that are under the direct control or responsibility of Contractor, and include any entity for whom the Contractor may be liable, at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all the Goods delivered under this Contract will comply with all applicable federal and state laws.
4. **NO WAIVER OF SOVEREIGN IMMUNITY:** In no event shall this Contract be considered a waiver by the Division, an Eligible User, or the State of Utah of any form of defense or immunity, whether sovereign immunity, governmental immunity, or any other immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
5. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of applicable purchase orders and invoices necessary to properly account for Contractor's performance directly related to payments

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made by an Eligible User to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years from date of invoice. Contractor agrees to allow, at no additional cost, State of Utah, and the Division access to all such records upon reasonable request.

6. **CONFLICT OF INTEREST:** Contractor represents that to the best of its knowledge, none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the Division.
7. **CONFLICT OF INTEREST WITH STATE EMPLOYEES:** Contractor agrees to comply and cooperate in good faith with all conflict of interest and ethic laws.
8. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the Division, the Eligible Users, or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
9. **CONTRACTOR ACCESS TO SECURE PUBLIC FACILITIES, PUBLIC DATA, AND TECHNOLOGY:**
INTENTIONALLY DELETED
10. **DRUG-FREE WORKPLACE:** Contractor agrees to abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.
11. **CODE OF CONDUCT:** INTENTIONALLY DELETED
12. **INDEMNITY CLAUSE:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 17. INDEMNIFICATION.
13. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.
14. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
15. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.

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- 16. DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or any other agreement with the State.
- 17. TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon 30 days' written notice being given by the other party. The party in violation will be given thirty (30) calendar days after notification to correct and cease the violations, after which this Contract may be terminated for cause at any time. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) calendar days prior written notice being given the other party. The parties may also agree to terminate this Contract prior to the expiration of this Contract by written agreement.
- Contractor shall be compensated for the Products ordered and Services performed (per the mutually agreed Statement of Work) under this Contract up to the effective date of the notice of termination.
- 18. SUSPENSION OF WORK:** Should circumstances arise which would cause the Division to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Division. Eligible User shall be responsible for the payment of Products ordered and Services performed prior to suspension.
- 19. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division or an Eligible User, if it is reasonably determined that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- If a written notice is delivered under this section, the Eligible User will pay Contractor for the Goods ordered or Services rendered until the effective date of said notice. The Eligible User will not be liable for any performance, commitments, or penalties that accrue after the effective date of said written notice.
- 20. SALES TAX EXEMPTION:** The Goods, Custom Deliverables, or Services being purchased by the Eligible Users under this Contract are being paid from the Eligible User's funds and used in the exercise of the Eligible User's essential function as an Eligible User. The Eligible User will provide Contractor with a copy of its sales tax exemption number upon request. It is the Contractor's responsibility to request the sales tax exemption number from the Eligible User. Eligible User shall notify Contractor of any change to its tax status.
- 21. TITLE AND OWNERSHIP WARRANTY:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 30. TITLE OF PRODUCT.
- 22. HARDWARE WARRANTY:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 32. WARRANTY.
- 23. SOFTWARE WARRANTY:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 32. WARRANTY.
- 24. WARRANTY REMEDIES:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 32. WARRANTY AND SECTION 9 DISPUTE RESOLUTION PROCEDURES.

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25. **UPDATES AND UPGRADES:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 30 TITLE OF PRODUCT.
26. **BUG FIXING AND REMOTE DIAGNOSTICS:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 32. WARRANTY.
27. **TECHNICAL SUPPORT AND MAINTENANCE:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 32. WARRANTY.
28. **SECURE PROTECTION AND HANDLING OF PUBLIC DATA:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 7. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.
29. **INCIDENT OR DATA BREACH NOTIFICATION:** INTENTIONALLY DELETED
30. **SECURITY BREACH RESPONSIBILITIES:** INTENTIONALLY DELETED
31. **CHANGE MANAGEMENT:** INTENTIONALLY DELETED
32. **PUBLIC INFORMATION:** Contractor agrees that this Contract, any related purchase orders, related invoices, related pricing lists, and the Proposal will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, any related purchase orders, related invoices, related pricing lists, and Proposal in accordance with GRAMA. If a public record disclosure request for any confidential information related to Contractor is made under GRAMA, the party receiving the request (the Division, the Eligible Users or the State of Utah) shall notify Contractor and shall provide five (5) days notice to Contractor and shall be prohibited from disclosing confidential information unless required by law.
33. **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.
34. **ELECTRONIC DELIVERY:** INTENTIONALLY DELETED
35. **ACCEPTANCE PERIOD:** 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, which can be found at <http://seed.apple.com/docs/hlatemplate.pdf>
36. **ORDERING AND INVOICING:** 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.
37. **PROMPT PAYMENT DISCOUNT:** Contractor may quote a prompt payment discount based upon early payment. Contractor shall list payment discount terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received. Nothing in this Participating Addendum shall obligate Contractor to offer discounts.

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38. 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.

Unless otherwise stated in the Contract, all payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card), provided that the credit card is presented at the time of purchase. The Division will not allow Contractor to charge electronic payment fees of any kind. Any credit card fees listed on invoices will not be paid by the Eligible Users.

Contractor agrees that if during, or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible Users to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible Users any such overpayments.

- 39. INDEMNIFICATION – INTELLECTUAL PROPERTY:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 17. INDEMNIFICATION.
- 40. OWNERSHIP IN INTELLECTUAL PROPERTY:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 30. TITLE OF PRODUCT.
- 41. OWNERSHIP IN CUSTOM DELIVERABLES:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 30. TITLE OF PRODUCT.
- 42. OWNERSHIP, PROTECTION AND USE OF RECORDS:** INTENTIONALLY DELETED
- 43. PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 7. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.
- 44. PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** INTENTIONALLY DELETED
- 45. CONFIDENTIALITY:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 7. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.
- 46. ASSIGNMENT/SUBCONTRACT:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 5. ASSIGNMENT/SUBCONTRACT.
- 47. DEFAULT AND REMEDIES:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 9. DEFAULTS & REMEDIES.
- 48. FORCE MAJEURE:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 11 FORCE MAJEURE.
- 49. PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

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- 50. WORKERS' COMPENSATION:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor and/or Subcontractors must submit proof of certificate of insurance that meets the above requirements.
- 51. LIABILITY INSURANCE:** Contractor agrees to provide and to maintain during the performance of this Contract, at its sole expense, a policy of general liability insurance. The limits of the policy shall be no less than \$1,000,000.00 for each occurrence and \$3,000,000.00 aggregate. It shall be the responsibility of Contractor to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the Contractor.
- Contractor must provide proof of insurance to the Division and must add the State of Utah as an additional insured with notice of cancellation. Contractor acknowledges that within thirty (30) days of contract award, Contractor and/or Contractor's Subcontractors must submit proof of certificate of insurance that meets the above requirements. Failure to provide proof of insurance, as required, could result in this Contract being terminated for cause.
- Contractor shall have the right to self-insure, so long as Contractor maintains an audited net worth (shareholders equity is \$100,000,000).
- 52. CONFLICT OF TERMS:** Contractor terms and conditions that apply must be in writing and attached to or referenced in this Contract. Contractor's warranty agreement and end user license agreement apply to the use of the product. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: (a) this Attachment A; (b) Contract Signature Page(s); (c) State of Utah's Additional Terms and Conditions, if any; and (d) Contractor Terms and Conditions, if any. Attachment A will be given precedence over any provisions including standard of care and insurance, and will not be nullified by or exception created by more specific terms elsewhere in this Contract. Notwithstanding the foregoing, Contractor's end user license agreement and warranty terms will control the use of its products, software licensing and warranty.
- 53. ENTIRE AGREEMENT:** This Contract shall constitute the entire agreement between the parties, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. 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.
- 54. SURVIVORSHIP:** INTENTIONALLY DELETED
- 55. WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract.
- 56. CONTRACT INFORMATION:** During the duration of this Contract, the Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. Contractor's employment vacancies are available at apple.com/jobs/us/index.html or RecruitingOps@apple.com.
- 57. COMPLIANCE WITH ACCESSIBILITY STANDARDS:** Please refer to Sections 70 and 71 of this Participating Addendum.

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- 58. RIGHT TO AUDIT:** PLEASE REFER TO THE MASTER AGREEMENT, SECTION 26. RECORDS ADMINISTRATION AND AUDIT
- 59. DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
- 60. ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Contractor's Products based upon the same terms, conditions and prices of this Contract, provided that Eligible User purchases similar Apple Products and approximately the same quantity of Apple Products.
- 61. INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice from an Eligible User but shall be responsible for the Division's own unpaid invoices.
- 62. QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
- 63. ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. Contractor will make commercially reasonable efforts to ship all orders promptly in accordance with the terms of this Contract.

Any Order placed by an Eligible 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 unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

64. REPORTS AND FEES:

1. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be one percent (1%) and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
2. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: salesreports@utah.gov.
3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March	April
June	July
September	October
December	January

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4. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in breach of this Contract. Contractor shall be provided a reasonable time to cure any deficiencies.
65. **RESPONSES:** Contractor shall make commercially reasonable efforts to respond to the Eligible Users requests within 72 hours of receiving the request.
66. **ORDERS BY THE STATE OF UTAH DEPARTMENT OF TECHNOLOGY:** For any order made by the DTS for State of Utah Executive Branch Agencies then the following terms apply:
 1. All orders must be delivered to the address specifically stated in writing on the purchase order.
 2. Contractor will make commercially reasonable efforts to send invoices to DTS within 24 hours of Goods being shipped/delivered. Invoices must be sent to dtsreceiving@utah.gov and must contain the PO and contract number.
 3. DTS purchase orders now follow this format: DO - 110- #000000####. Contractor must check their systems to ensure the purchase order number is not truncated as the last four digits are required on all communication (emails, confirmations, invoices, etc).
67. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor's Services, including Contractor's subcontractors, if any. Results of any evaluation shall be provided to the Contractor.
68. **STANDARD OF CARE:** The Services of Contractor and its subcontractors, if applicable, shall be performed in a commercially reasonable manner.
69. **STATE REVIEWS, LIMITATIONS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or make non-public comment upon the Services of Contractor.
70. **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/>.
71. **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/>.
72. **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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73. PRIMARY CONTRACTS: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Sales 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: Suzanne Rollin, Contracts Program Manager
 Address: Apple Inc.
 1 Infinite Loop, MS 318-6OPS
 Cupertino, CA 95014
 Phone: 408-862-1695
 Email: rollin@apple.com OR contracts@apple.com

Participating Entity

Name	Fay Tan
Address	3150 State Office Building Capitol Hill Complex Salt Lake City, UT 84114
Telephone	801-538-3254
Fax	
E-mail	ftan@utah.gov

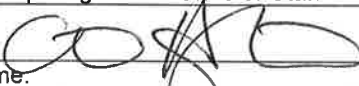
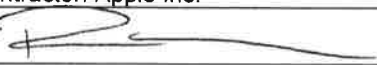
The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Contract.

74. TERMS: The Participating State/Entity 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 law in the State of Utah.

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
STATE OF UTAH - PA2212
(hereinafter "Participating State/Entity")

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

Participating State: State of Utah	Contractor: Apple Inc.
By: 	By: 
Name: Christopher Hughes	Name: Rebecca Whitaker
Title: Assistant Director	Title: Manager, US Contract Operations
Date: 10/7/2015	Date: 10/6/15